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## **PUBLIC NOTICE**

**The Mayor and City Council invite you a**

### **Work Session**

**TUESDAY, JUNE 20, 2017**

**6:00PM**

**City Manager's Update  
RFPs for Solid Waste and Recycling Services  
Travel Policy  
Holiday Calendar  
Policies and Procedures Manual  
Pay and Class Update**

**South Fulton Service Center Auditorium  
5600 Stonewall Tell Road  
College Park, GA 30349**

If you have any questions or concerns, please contact the City of South Fulton, City Hall at [www.cityofsouthfultonga.gov](http://www.cityofsouthfultonga.gov) or call 470-809-7712.

**CITY OF SOUTH FULTON, GEORGIA**  
**South Fulton Service Center Auditorium, 5600 Stonewall Tell Road**  
**Tuesday, June 20, 2017, 6:00PM**



**The Honorable William “Bill” Edwards, Mayor**  
**The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem**  
**The Honorable Carmalitha Gumbs, District 2 Councilmember**  
**The Honorable Helen Z. Willis, District 3 Councilmember**  
**The Honorable Naeema Gilyard, District 4 Councilmember**  
**The Honorable Rosie Jackson, District 5 Councilmember**  
**The Honorable khalid kamau, District 6 Councilmember**  
**The Honorable Mark Baker, District 7 Councilmember**

## **WORK SESSION AGENDA**

**6:00PM**

1. City Manager's Update
  2. RFPs for Solid Waste and Recycling Services
  3. Travel Policy
  4. Holiday Calendar
  5. Policies and Procedures Manual
  6. Pay and Class Update
-



# DIVIDER SHEET



City of South Fulton - Georgia  
Office of the City Manger

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**City Manager's Report**  
**Week Ending - June 16, 2017**

June 16, 2017

Honorable Mayor and Council,

Below, please find the Office of the City Manager's Report that you will receive each Friday. The report is intended to provide you with weekly updates of high level task/works in progress from each respective division. Should you have further questions regarding the report, please do not hesitate to contact me directly.

Sincerely,

Ruth C. Jones  
Interim City Manger

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**New Hire Update:**

<b>Name</b>	<b>Title</b>	<b>Start Date</b>
Zina Cooper	Human Resource Manager	Monday, June 12, 2016
Margaret Fox	Assistant to the City Clerk	Wednesday, June 14, 2017

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**CITY MANAGER'S DIVISION**

1. Met with David Clark, Director of Public Works
2. Met with Frank Milazi for Weekly Finance meeting
  - a. Budget Preparation meeting
3. Attended Work Session and Public Meeting
  - a. Executive Session
4. Met with Council Members and Mayor for weekly standing meetings
5. Held Executive Core Team Meeting with respective divisions

6. Met with Planning/ Zoning and the Georgia Department of Natural Resources
  - Discussed and Reviewed Requirements for the Following
    - Application for Participation in the National Flood Insurance Program
    - Reviewed Resolution of Intent to Participate
    - Reviewed the Model Flood Plain Management / Flood Damage Prevention Ordinance
7. Met with Travelers Insurance in regards to Liability Insurance
8. Met with District Attorney Paul Howard and Community Court Director
  - Discussed possible court space utilization
  - Developed tentative needs assessment plan
  - Toured Court facilities
  - Planned followed up meeting
9. Met with City Attorney's Representatives – Brian Lake and Comcast Rep.
  - Discussed the PEG Channel and Build out related to the franchise agreement

## **FINANCE DIVISION**

1. 2018 Budget kick off meeting with all department heads. Went through all budget instructions giving department heads the opportunity to ask questions wherever applicable, such as Budget forms for budget amounts, budget narratives, capital budget and budget calendar.
2. Preparing budget forms and meeting with some department heads for detailed discussions for the upcoming budget.
3. Worked with our financial software provider, our IT consultants and Fulton County Finance personnel to facilitate financial data from Fulton County to City of South Fulton. General Ledger and revenues set up have been completed, working on expenditures to be reviewed.
4. Met with Travelers and Apex to discuss City's Liability insurance including surety bonds for City's personnel and elected officials.
5. Discussions with Georgia Power to establishing new account for the City of South Fulton, get details on street lights charges currently under Fulton County account.
6. Preparation of biweekly payroll and make sure that all employees and elected officials are on direct deposits.
7. Preparation of check register report to the Council for oversight of expenditures incurred and paid out.

8. Worked with department of revenues to make sure they have all they wanted from us so that we get our May revenues by June 30, 2017.
9. Working with our bank to establish general fund interest earning account
10. 2017 Budget

## **HUMAN RESOURCES DIVISION**

1. Human Resources Manager started Monday, June 12, 2017
2. Consulted with vendors to retrieve final agreements to effectuate benefits
3. Preparing final recommendation for the City's proposed pay and class plan
4. Reviewing Personnel Policies and Procedures for final recommendation of the guidebook
5. Developing strategic plan to onboard new and transition employees
6. Maintaining current job postings
  - a. Responded via email to more than 250 applicants that applied for current and previous job advertisements
7. Advertised the GIS Supervisor position
8. Meeting with vendors to:
  - a. Implement an applicant tracking system (Edmunds and Associates, Civics Plus, Pay Chex)
  - b. Learning demo with Pay Chex on the onboarding and Human Resources module
  - c. Solicit information on establishment of a classification and compensation system

## **ASSISTANT TO THE CITY MANAGER DIVISION**

1. Met with Web Vendor CivicsPlus in regards to the informed build process for the city's site.
  - a. Mapping Process
  - b. Added News and Public Information Section
  - c. Added Bid/RFP Section to the Web
    - i. Attended 1 hour Training to Post Bids
  - d. Reviewed Scope of Service and Timeline
2. Attended weekly meeting to establish priorities with the Mayor and City Manager
3. Met with Vendor Interdev - Technology Implementation
  - a. P.C and Desktop Deployment
  - b. Final Telephone Installation

- c. Server Specs and Configuration-
  - d. Service Support
- 4. Met with Planning/ Zooning and the Georgia Department of Natural Resources
  - a. Discussed and Reviewed Requirements for the Following
    - i. Application for Participation in the National Flood Insurance Program
    - ii. Reviewed Resolution of Intent to Participate
    - iii. Reviewed the Model Flood Plain Management / Flood Damage Prevention Ordinance
- 5. Met with District Attorney Paul Howard and Community Court Director
  - a. Discussed possible court space utilization
  - b. Developed tentative needs assessment plan
  - c. Toured Court facilities
  - d. Planned followed up meeting
- 6. Established the City's Facebook page
  - a. Manage Content
- 7. Assisted two (2) new hires with technology and office space set up
  - a. Zina Cooper – Human Resources Manager
  - b. Margert Fox – Clerk's Division
- 8. Met with City Manager, City Attorney's Representatives – Brian Lake and Comcast
  - a. Discussed the PEG Channel and Build out related to the franchise agreement



DIVIDER SHEET





# **REQUEST FOR PROPOSALS**

**FOR**

**SOLID WASTE AND RECYCLING SERVICES**

**THE CITY OF SOUTH FULTON SPECIFICATIONS  
AT  
CITY OF SOUTH FULTON  
CITY CLERK'S OFFICE**

5440 Fulton Industrial Boulevard  
Atlanta, Georgia 30336

**DUE DATE: JULY 31, 2017 AT 1:00 p.m.**



## REQUEST FOR PROPOSALS

The enclosed *Request for Proposals* (RFP) for the City Of South Fulton. Sealed proposals shall be received no later than: DEADLINE

Monday, July 31, 2017 @ 5:00 p.m. All Request for Proposal shall be sealed and delivered to: City of South Fulton, 5440 Fulton Industrial Boulevard, Atlanta, Georgia, 30336, Attention: City Manager

The signed bid marked “original” and three (3) marked “copies” should be submitted in a SEALED envelope or package and identified on the outside of the envelope ATTENTION Purchasing Department with contact name, contact email, company name and due date.

Please reference RFP No.731-101, "SOLID WASTE AND RECYCLING SERVICES," in all correspondence pertaining to this RFP and affix this number to outside front of proposal envelope for identification.

### MANDATORY PRE-PROPOSAL CONFERENCE

The City of South Fulton will have a Mandatory proposal conference WEDNESDAY, JUNE 19, 2017 at 10:00 a.m. City of South Fulton City Hall.

CITY OF SOUTH FULTON CITY HALL LOCATED AT: 5440 Fulton Industrial Boulevard, Atlanta, Georgia, 30336.

The City of South Fulton appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the Office of the Purchasing City Manager. You are invited to attend. Only name of Proposer will be seated.

If Proposer desires not to propose at this time, but wishes to remain on the commodity bid/proposal list, please submit a "NO PROPOSAL" response (same time/location). The City of South Fulton is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "NO PROPOSAL" responses please communicate any requirement(s) which may have influenced your decision to "NO PROPOSAL."

If response is not received in the form of a "PROPOSAL" or "NO PROPOSAL" for three (3) consecutive Requests for Proposals, Proposer shall be removed from said bid/proposal list. However, if you choose to "NO PROPOSAL" at this time but desire to remain on the bid/proposal list for other commodities, please state the specific product/service for which your firm wishes to be classified.

To obtain results, or if you have any questions, please contact the City Manager via email at [ruth.jones@cityofsouthfultonga.gov](mailto:ruth.jones@cityofsouthfultonga.gov).



# **REQUEST FOR PROPOSALS**

## **SCOPE OF SERVICE**

### **INSTRUCTIONS/TERMS OF CONTRACT**

#### **RFP NO. 731-101**

#### **SOLID WASTE AND RECYCLING SERVICES**

By order of the City Council of the City of South Fulton, sealed proposals will be received for:

#### **SOLID WASTE AND RECYCLING SERVICES**

*TO PROVIDE* for an annual Contract commencing October 1, 2017 and continuing for a five (5) year period. The City of South Fulton, reserves the right to extend this contract for additional five (5) year periods as it deems to be in the best interest of the City, with approval from the Contractor. The City also reserves the right to amend any contract that is executed as a result of this RFP.

*IT IS UNDERSTOOD* that the City Council of the City of South Fulton reserves the right to reject any and/or all proposal for any/or all products and/or services covered in this RFP and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interests of the City of South Fulton.

*PROPOSALS MUST BE* submitted on the forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope, and the forms manually signed by a person having the authority to bind the firm in a Contract, and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED!

***SUBMISSION OF PROPOSALS:*** Sealed proposals shall be submitted no later than **FRIDAY, Monday July 31, 2017 @ 5:00 p.m.** to the address as follows:

**City of South Fulton**  
**5440 Fulton Industrial Boulevard, Atlanta, Georgia, 30336,**

**MARK ENVELOPE: "RFP NO. 731-101, SOLID WASTE AND RECYCLING SERVICES"**

**ALL PROPOSALS MUST BE RECEIVED IN THE CITY'S CLERK'S OFFICE BEFORE OPENING DATE AND TIME.**

*FUNDING:* Funds for payment have been provided through the City of South Fulton budget approved by the City Council for this fiscal year only. State of Georgia statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

*LATE PROPOSALS:* Proposals received in the City of South Fulton Purchasing Department after submission deadline will be considered void and unacceptable. The City of South Fulton is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

*ALTERING PROPOSALS:* Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity; the City of South Fulton will accept alternate proposals (see EXCEPTIONS/SUBSTITUTIONS).

*WITHDRAWAL OF PROPOSAL:* A proposal may not be withdrawn or canceled by the Proposer without the permission of the City for a period of thirty (30) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

*SALES TAX:* The City of South Fulton is exempt by law from payment of Georgia State Sales Tax and Federal Excise Tax.

*CONTRACT AWARD:* The City reserves the right to award any combination of the services as is deemed in the best interest of the City. The City also reserves the right to not award the services.

*CHANGE ORDERS:* No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

*DELIVERY:* all delivery and freight charges (F.O.B. City of) are to be included in the proposed price.

*CONFLICT OF INTEREST:* No public official shall have interest in this Contract, in accordance with City of South Fulton Ordinance.

*DISCLOSURE OF CERTAIN RELATIONSHIPS* The City requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form 2, the vendor or person's affiliation or business relationship that might cause a conflict of interest with the City Clerk with a copy to the City Manager. By law, this questionnaire must be filed with the City Clerk not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. Failure to timely complete the form may result in disqualification from RFP participation.

*ETHICS:* Proposer shall not offer or accept gifts of any thing of value nor enter into any business arrangement with any employee, official or agent of the City of South Fulton. Nor contact any Elected Official or employees of the City of South Fulton during the RFP process. Should proposer contact the proposer shall be disqualified from RFP process.

*EXCEPTIONS/SUBSTITUTIONS:* All proposals meeting the intent of this Request for Proposals will be considered for award. Proposers taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. In the absence of such, a list shall indicate that the Proposer has not taken exceptions and shall hold the Proposer responsible to perform in strict accordance with the Specifications of the Request for Proposals. The City of South Fulton reserves the right to accept any and all, or none, of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

*ADDENDA:* Any interpretations, corrections or changes to this Request for Proposals will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposals. Proposers shall acknowledge receipt of all addenda.

*DESCRIPTIONS:* Any reference to model and/or make/manufacture used in RFP Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed and or emailed to all who are known to have received a copy of this RFP. Proposers shall acknowledge receipt of all addenda.

*PROPOSAL MUST COMPLY* with all federal, state, county, and local laws concerning these types of service(s).

*DESIGN, STRENGTH, QUALITY* of materials must conform to industry standards.

*MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:* A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

*PROPOSER SHALL PROVIDE* with this RFP response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

*SUCCESSFUL PROPOSER SHALL* defend, indemnify and save harmless the City of and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from RFP award. Successful Proposer indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Proposer shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of South Fulton a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the Owner City of South Fulton as an additional insured on the required coverage.

*WAGES:* Successful Proposer shall pay or cause to be paid, without cost or expense to the City of South Fulton, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

*PATENTS/COPYRIGHTS:* The successful Proposer agrees to protect the City of South Fulton from claims involving infringement of patents and/or copyrights.

*CONTRACT ADMINISTRATOR:* Under this Contract, the City of South Fulton may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of South Fulton and the successful Proposer.

*ITEMS* supplied under this Contract shall be subject to the City's approval.

*SAMPLES:* When requested, samples shall be furnished free of expense to the City of South Fulton.

*WARRANTY:* Successful Proposer shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

*REMEDIES:* The successful Proposer and the City of South Fulton agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

*VENUE:* This Agreement will be governed and construed according to the laws of the State of Georgia. This Agreement is performable in the City of South Fulton.

*ASSIGNMENT:* The successful Proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of South Fulton, and which consent shall not be unreasonably withheld.

*SPECIFICATIONS* and model numbers are for description only. Proposer may propose on description only. Proposer may propose on alternate model but must clearly indicate alternate model being proposed. Proposer must enclose full descriptive literature on alternate item(s).

*SILENCE OF SPECIFICATION:* The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of South Fulton by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

*RFP NOTIFICATION:* City of South Fulton utilizes the following procedures for notification of RFP opportunities: City of South Fulton web site and the website of the Georgia Municipal Association. These are the only forms of notification authorized by the city and shall not be responsible for receipt of notification and information from any source other than those listed.



It shall be the vendor's responsibility to verify the validity of all information received by sources other than those listed.

*EMPLOYMENT ELIGIBILITY VERIFICATION:* The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form 1-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

*PROPOSAL SUMMARY SHEET:* Proposal summary results will be made available upon execution of

Contract with the successful Proposer. Proposers desiring a copy of the proposal summary sheet may request a copy via email at [ruth.jones@cityofsouthfultonga.gov](mailto:ruth.jones@cityofsouthfultonga.gov) results will not be given over the telephone.

- ANY QUESTIONS concerning this Request for Proposals should be directed to the Purchasing Department at [ruth.jones@cityofsouthfultonga.gov](mailto:ruth.jones@cityofsouthfultonga.gov).



## RFP 731-101 SOLID WASTE AND RECYCLING SERVICES

The City of South Fulton will receive proposals for furnishing SOLID WASTE AND RECYCLING SERVICES. Proposals must be received no later than 1:00 p.m. on July 31, 2017. Proposals submitted by that time will be reviewed by committee. Any proposals received after 1:00 p.m. on July 31, 2017 will not be opened. Any questions regarding the specifications and process should be directed to City of South Fulton Purchasing Department.

Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Agreement and execution of the Agreement is based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.

The data contained in the RFP are for informational purposes only. The City makes no warranty as to the accuracy of this information. By submitting a proposal, Proposer agrees it is the sole responsibility of the Proposer to calculate and be responsible for the prices quoted in the applicable set of RFP forms.

### Section 1: BACKGROUND

The City of South Fulton is a thriving community of over 97,000 residents located inside the City Limits of the City of South Fulton. The City places a high priority on providing excellent municipal services, including solid waste and recycling services. The City request residential services, commercial services, roll-off service all materials collected at the curb unless directed by the City for carport/backdoor service within the City, the contractor will be responsible for disposal of all solid waste and bulky waste and processing of all program recyclable materials, yard trimmings. The City is also including the City's Municipal Solid Waste Transfer Station located at 3225 Merk Rd SW, College Park, GA 30349. The City seeks the proposer to give a proposal but not required.

1. Residential Services. Under the requested contract, the contractor will provide services to approximately **xxxx** Residential Service Units within the City. The City request rates for the following options:

Option #1. Weekly collection of household solid waste contained inside a 95 gallon waste bin, weekly collection of recyclables contained inside a 65 gallon waste bin, weekly collection of bulk items not to exceed three items (3) per week and weekly collection of yard waste; not to exceed 10 bags per house per week.

Second Bin Pricing for Solid Waste

Second Bin Pricing for Recyclables

Option #2. Twice per week collection of household solid waste, once per week collection of recyclables, collection of bulk items not to exceed three items (3) per week and one time per week collection of yard waste; not to exceed 10 bags per house per week.

Second Bin Pricing for Solid Waste

Second Bin Pricing for Recyclables

Option #3. Weekly collection of household solid waste, bi weekly collection of recyclables, collection of bulk items not to exceed three items (3) per week and one time per week collection of yard waste: not to exceed 10 bags per house per week. City requires all collection vehicles to be in new or like new condition.

Second Bin Pricing for Solid Waste

Second Bin Pricing for Recyclables

All respondents must submit pricing for all new bins, under no circumstance will the City of South Fulton permit any respondents to use used bins.

2. Commercial Services. In addition to providing residential services, the contractor will be the exclusive provider for solid waste services to all commercial businesses within the city limits.

Table 1: Dumpsters by Service Level

Dumpster	Weekly Collection Frequency							
	1x	2x	3x	4x	5x	6x		
2 CY Dumpster								
4 CY Dumpster								
6 CY Dumpster								
8 CY Dumpster								
VIP								
6 CY Dumpster								

Service Related Fees:

Delivery fee-one time-\$\_\_\_\_\_

Service Interrupt fee-\$\_\_\_\_\_

Re-delivery fee-\$\_\_\_\_\_

Relocation fee-\$ \_\_\_\_\_

Swap out fee-\$\_\_\_\_\_

Caster fee-\$\_\_\_\_\_

Locking Bar fee-\$\_\_\_\_\_

2. Roll-off Services. The Contractor will be the exclusive provider of roll-off services within the city limits. The contractor may assess the following fees:

1. Delivery Fee
2. Container or Compactor Rental
3. Haul Fee
4. Disposal Fee Per Ton

Table 2: Summary of Roll-off Services

Roll off- 20 yards

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per day-\$\_\_\_\_\_

Roll off- 30 yards

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per day-\$\_\_\_\_\_

Roll off- 40 yards

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per day-\$\_\_\_\_\_

Compactor- 30 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash out fee-\$\_\_\_\_\_

Compactor- 34 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash out fee-\$\_\_\_\_\_

Compactor- 35 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash out fee-\$\_\_\_\_\_

Compactor- 40 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash out fee-\$\_\_\_\_\_

Compactor- 42 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash out fee-\$\_\_\_\_\_

3. City Services. The Contractor will be responsible for providing solid waste and recycling services to City Facilities.

Table 3 summarizes the current solid waste and recycling services provided to City Facilities.

Table 3: Summary of Solid Waste and Recycling Services to City Facilities (Non-Billed)

Container	Weekly Collection Frequency					
	1x	2x	3x	4x	5x	
1-2 CY Solid Waste						
2-6 CY Solid Waste						
4-8 CY Solid Waste						
4-8 CY Recycle						
4-65 gallon Recycle						

Other city services provided at no-cost to the city include:

Up to 6 Roll Off Boxes for special events.

## Section 2: SPECIFICATIONS

The purpose of this section is to familiarize Proposers with the requested scope of services. Proposer must carefully review the Agreement in Appendix D for the complete scope of services. Services performed will be in substantial similarity with the Agreement included as Appendix D. The Agreement in Appendix D is based on once per week collection of solid waste via 95 gallon Carts for Residential Service Units. If the City elects an alternative scope of services for residential services, with approval from the Contractor, the Agreement shall be amended accordingly. The following is an overview of the scope of services.

1. Agreement Term. An Agreement awarded in response to this RFP will be for an initial term of five (5) years commencing on October 1, 2017. The City shall have the option to renew the Agreement for additional renewal terms of five (5) years each with approval of the Contractor.
2. Exclusive Franchise. The successful Proposer will be granted the exclusive right to provide residential services, commercial services, roll-off services and City services except as explicitly excluded in the Agreement.
3. Residential Services. 1. The successful Proposer shall provide all residents the following base service: (i) once per week collection of solid waste via 95 gallon Carts; (ii) once per week collection of program recyclable materials via 65 gallon carts; (iii) once per week collection of yard trimmings via biodegradable bags up to 10 per week.

2. The successful Proposer shall provide all residents the following base service: (i) twice per week collection of solid waste via 95 gallon Carts; (ii) twice per week collection of program recyclable materials via 65 gallon carts; (iii) once per week collection of yard trimmings via biodegradable bags up to 10 per week; (iv) once per week collection of bulky waste 3 items per week.
4. Commercial Services. The successful Proposer shall provide collection of solid waste via dumpsters, VIP dumpsters and compactors. The Commercial Service level will be decided by the Contractor after consulting the Commercial customer; if the level of service required cannot be agreed to the City shall have the final authority to designate the level of service required.
  5. Roll-off Services. The successful Proposer shall provide collection of solid waste, including construction and demolition debris, via roll-off.
  6. City Services. The successful proposer shall provide City Services in accordance with the Agreement. The successful Proposer shall provide City Services at no cost to the City unless explicitly authorized in the Agreement. City Services will include, but will not be limited to, the following:
    - Collection and disposal of solid waste from City Facilities;
    - Collection and processing of program recyclable materials from City Facilities, where requested;
  7. Program Recyclable Materials Collection. Program recyclable materials shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that City may or may not elect to include in its recycling program. The recyclable materials collected and processed will be at the sole discretion of the Contractor and the Contractor will provide the City a thirty-day notice to add or remove materials from the defined list. Glass will not be part of the recycling program.
  8. Residential Services Set-out Limits. For Residential Services, solid waste set-out limits shall not be enforced for first collection following a holiday, if the solid waste is generated as a result of the holiday. Holidays as follows: New Year's, Fourth of July, Memorial Day, Labor Day, Thanksgiving and Christmas.
  9. Disposal and Processing of Materials Collected. The successful Proposer shall be responsible for disposal of solid waste, yard waste and bulky waste and processing of program recyclable materials, collected within the City.
  10. Collection Days. For Residential Services, the City and Contractor will agree to the collection days, modification to the collection days by the Contractor will be granted by the City after a two-week notice to the customers, the City and Contractor will determine the proper method of notification.
  11. Holidays. If a holiday occurs on a scheduled collection day for a Residential Service Unit, the successful Proposer shall perform the collection for the holiday one day after holiday.



12. **Collection Location.** Unless otherwise instructed in writing by City, the successful Proposer shall provide collection for solid waste, program recyclable materials, yard trimmings, and bulky waste for Residential Service Units at the curb. All other collection services shall be provided at a location agreed upon between the successful Proposer and the customer and not objected to by the City.
13. **Public Education and Outreach.** The successful Proposer shall develop, submit for approval from the City, and distribute program introduction notices and non-acceptable set-out notices. Contractor to be responsible for all cost associated with introduction notification.
14. **Carts.** The successful Proposer shall purchase new 95 gallon trash carts that will be used for Solid Waste collection in the Agreement. The carts shall meet the requirements set forth in the Agreement, such as, but not limited to, Recycling 65 gallon Carts must be different, including but not limited to color of cart or cart lid. The successful Proposer shall be responsible for the carts during the Agreement term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements.
17. **Collection Vehicles.** The successful Proposer shall utilize new or like new collection vehicles.
18. **Customer Service.** The successful Proposer shall be responsible for managing all customer service requests/ calls in accordance with the requirements of the Agreement. As set forth in the Agreement, the successful Proposer shall provide weekly reports of customer service requests to the City. Customer Service must be local and familiar with the city. Hours of operation 8am-5pm Monday thru Friday with voice mail for after hour's calls.
19. **Billing.** The City shall be responsible for billing base services for Residential Services. The successful Proposer shall be responsible for all other billings including Commercial Services and Roll-off Services.
20. **Franchise Fee.** The successful Proposer shall pay the City a franchise fee equal to five percent (5%) of gross billings for services provided via the Agreement within the City for Residential Services on a quarterly basis.
21. **Performance Bond and Insurance.** The successful Proposer shall comply with the performance bond and insurance requirements set forth in the Agreement

### Section 3: PROPOSAL CONTENT

Proposers must submit the following information with Proposal packets in support of their Proposals. Proposers are encouraged to use the following format as a Table of Contents for submittals.

#### 1. Section 1— Company Overview

- a. Proposers shall submit a document that includes a signature from a representative authorized to legally bind the proposing company.

- b. Proposers shall complete Form 1- Company Information.
  - c. Brief Company overview
2. Section 2 — Method of Approach
- a. Overview of Approach to Services. Proposer shall provide a brief overview of the method of approach for providing and implementing the following:
    - i. Residential Services
    - ii. Commercial Services
    - iii. Roll-off Services
    - iv. City Services
  - b. Description of Personnel. Proposer shall meet the personnel standards as set forth in the Agreement. Proposer shall describe the following:
    - i. Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient.
    - ii. Proposer shall describe any training programs for personnel.
    - iii. Proposer shall describe the dress code that is required for personnel.
  - c. Recyclable Materials to be collected. Proposer shall identify all program recyclable materials to be collected.
    - i. Proposer shall collect, at a minimum paper, plastic 1-7, tin cans, aluminum, cardboard and newspaper, the materials defined as program recyclable materials in the Agreement. Glass will NOT be an acceptable material..
  - d. Residential Services Collection Route Schedules and Maps. Proposer shall include a proposed route schedule and maps for Residential Service Units. Proposers must describe the collection route schedules and maps.
  - e. Description of Carts.
    - i. Proposer shall describe the New 95 gallon trash carts that will be purchased by the Proposer. The description shall include, at a minimum, the manufacturer, capacity and, color. Recycling New 65 gallon carts shall be different then the solid waste carts. Photos of the proposed carts should be included.
    - ii. If requested, Proposer shall provide a sample of the carts to the City.
  - g. Commercial Containers.
    - i. Proposers must offer, at a minimum for solid waste collection, dumpster of the following sizes: two (2) cubic yard, four (4) cubic yard, six (6) cubic yard, and eight (8) cubic yard. In addition, Proposers must offer, at a minimum, compacting dumpster of the following sizes: six (6) cubic yard.
    - ii. Proposers must offer, at a minimum, roll-offs of the following sizes: twenty (20) cubic yard, thirty (30) cubic yard, and forty (40) cubic yard. In addition, Proposers must offer compacting roll-off thirty (30) cubic yards, and forty (40) cubic yards in size. Proposers may offer additional

commercial roll-off container sizes.

- h. Description of Collection Vehicles. Proposer shall provide a description of all collection vehicles to be used to provide service under the Agreement. Collection vehicles shall comply with the requirements of the Agreement. Descriptions shall include:
  - i. Make, model, and age of each proposed vehicle. Photos of each type of vehicle proposed should be included.
  - ii. Number of front line and spare vehicles to be used to perform each service.
  - iii. Number of personnel needed for each collection crew to conduct each service.
  - iv. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning vehicles.
- i. Disposal and Processing Facility Information. Proposers shall provide the following information for all disposal and processing facilities to be used to provide services under the Agreement.
  - i. Name, location, and description of the facility and the type of material that will be processed and/or disposed at the location.
  - ii. Name of owner and operator of the facility (ies), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, third party.
  - iii. Contact name and phone number of the site manager.
- j. Description of Customer Service. Call Centers are not allowed and may not be proposed. Customer service must be local and be familiar with the specification of the services provided to the City of South Fulton. Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
  - i. Description of customer complaint resolution procedures.
- k. Description of Customer Billing Policies and Procedures. Proposer shall describe the policies and procedures to be used for billing services (excluding base services for Residential Services). Proposer shall include a description of proposed non-payment procedures.
- l. Description of Transition Plan. Proposer will describe its proposed strategies to ensure a smooth transition from the current contractor to the successful Proposer. The proposed transition plan is of critical importance to the City. In the transition plan, Proposer must describe the following:
  - i. Individual or group of individuals that will oversee the execution of the transition plan.
  - ii. Proposed approach, including equipment, personnel, and schedule, for delivering carts to Residential Service Units. Proposers shall also describe how

the delivery of carts will be conducted in coordination with removal of the existing cans/carts used by customers.

- iii. Proposed approach for commercial container delivery, including a proposed date for the completed transition.
- iv. Overall schedule for the transition.
- v. Proposed strategies for customer communication regarding the transition of service providers, including Residential Service Units and Commercial Service Units.

2. Description of Exceptions to Agreement. Proposer shall identify any and all Exception to this RFP and the Agreement. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City's consideration. Any exceptions to the RFP or the Agreement will be considered and included in the City's evaluation. If Proposer fails to list any exceptions, Proposer shall not raise any exceptions later if selected for award.

### 3. Section 3 — Experience and References

- a. Experience of Key Personnel. Proposer shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Agreement. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the City.
- b. References. Proposers shall provide a minimum of three references for other communities, similar in size, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:
  - i Name of community and description of services provided, including number of Residential Service Units and Commercial Service Units.
  - ii. Contact person, including name, title, phone number, and email address.
  - iii. Number of years of service and year in which services began.

### 4. Section 4 — Insurance, Performance Bond, and Financial History

- a. Proposal shall include a statement that the Proposer agrees to comply with the performance bond and insurance requirements set forth in the Agreement.
- b. Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statement and complete federal tax return for the last two (2) years.

5. Section 5 — Other Forms

- a. Proposers shall complete Form 2- Conflict of Interests
- b. Proposers shall complete Form 3 — Pricing Information

6. Section 6-Innovation

- a. Proposer shall propose innovation that will be a benefit to the City of South Fulton

**Section 4: PROPOSAL EVALUATION**

Award of an Agreement will be based upon the best value for the City. The Proposals will be evaluated using the following criteria and scoring system. Table 4 shows the maximum points and relevant Proposal content that will be considered for each scoring criteria.

Table 4: Proposal Evaluation Criteria

Safety	25 points	
Experience & References	25 points	
Financial History	20 Point	
Innovation	15 Points	
Price	15 Points	

The City may elect to conduct interviews of proposers. If City conducts interviews, the presentation shall be led by the Proposer's proposed local Team for the City. Interviews are tentatively scheduled for August 2, 2017. Proposers may be re-scored after the interviews are complete.



## **FORM 1: Company Information**

Company Name:

Address:

Phone Number:

Fax Number:

Contact Person:

E-mail Address:



## **FORM 2: Conflict of Interest / Public Entity**



### FORM 3: Pricing Information

Table 1: Dumpsters by Service Level

Dumpster	Weekly Collection Frequency							
	1x	2x	3x	4x	5x	6x		
2 CY Dumpster								
4 CY Dumpster								
6 CY Dumpster								
8 CY Dumpster								
VIP								
6 CY Dumpster								

Extra Pick up 2yard -\$\_\_\_\_\_

Extra Pick up 4yard -\$\_\_\_\_\_

Extra Pick up 6yard -\$\_\_\_\_\_

Extra Pick up 8yard -\$\_\_\_\_\_

Delivery fee-one time-\$\_\_\_\_\_

Service Interrupt fee-\$\_\_\_\_\_

Relocation fee-\$\_\_\_\_\_

Swap out fee-\$\_\_\_\_\_

Caster fee-\$\_\_\_\_\_

Locking Bar fee-\$\_\_\_\_\_



Table 2: Summary of Roll-off Services

Roll off- 20 yards

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per day-\$\_\_\_\_\_

Roll off- 30 yards

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per day-\$\_\_\_\_\_

Roll off- 40 yards

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per day-\$\_\_\_\_\_

Compactor- 30 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash outs-\$\_\_\_\_\_

Compactor- 34 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash outs-\$\_\_\_\_\_

Compactor- 35 yard

Delivery fee (one time)-\$\_\_\_\_\_

Haul rate-\$\_\_\_\_\_

Disposal Rate-\$\_\_\_\_\_

Rental per month-\$\_\_\_\_\_

Wash outs-\$\_\_\_\_\_

Compactor- 40 yard  
Delivery fee (one time)-\$\_\_\_\_\_  
Haul rate-\$\_\_\_\_\_  
Disposal Rate-\$\_\_\_\_\_  
Rental per month-\$\_\_\_\_\_  
Wash outs-\$\_\_\_\_\_

Compactor- 42 yard  
Delivery fee (one time)-\$\_\_\_\_\_  
Haul rate-\$\_\_\_\_\_  
Disposal Rate-\$\_\_\_\_\_  
Rental per month-\$\_\_\_\_\_  
Wash outs-\$\_\_\_\_\_

#### Residential Trash and Recycling Services

1-95 gallon cart 1x per week trash service per month-\$\_\_\_\_\_  
1-95 gallon 2<sup>nd</sup> cart trash service per month-\$\_\_\_\_\_

1-95 gallon cart 2x per week trash service per month-\$\_\_\_\_\_  
1-95 gallon 2<sup>nd</sup> cart trash service per month-\$\_\_\_\_\_

1-65 gallon cart 1x per week recycling service per month-\$\_\_\_\_\_  
1-65 gallon 2<sup>nd</sup> cart recycling service per month-\$\_\_\_\_\_

1-65 gallon cart every other week recycling service per month-\$\_\_\_\_\_  
1-65 gallon 2<sup>nd</sup> cart recycling service per month-\$\_\_\_\_\_

Delivery fee (one time) for 2<sup>nd</sup> cart trash-\$\_\_\_\_\_  
Delivery fee (one time) for 2<sup>nd</sup> cart recycling -\$\_\_\_\_\_

Service interrupt fee-\$\_\_\_\_\_  
Pick up fee for cart trash or recycling-\$\_\_\_\_\_  
Redelivery fee for trash or recycling-\$\_\_\_\_\_



## **Form 4: Residential Service Units Map**



**Form 5: City of South Fulton Municipal Solid Waste Transfer Station**



## **APPENDIX D: Draft Agreement SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

This Solid Waste and Recycling Services Agreement ("Agreement") is entered into as \_\_\_\_ of the day of , 20 , between the City of \_\_\_\_\_, \_\_\_\_\_ ("City"), acting by and through its duly authorized City Manager, and ("Contractor"), a \_\_\_\_\_ corporation, acting by and through its duly authorized representative.

### **WITNESSETH:**

WHEREAS, City issued an Request for Proposals for Solid Waste and Recycling Services ("the RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP on or before \_\_\_\_\_ ; and

WHEREAS, City received and evaluated proposals from vendors in response to the RFP; and

WHEREAS, City has the power to execute this Agreement; and,

WHEREAS, Contractor has the power to execute this Agreement: and,

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter; and

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

#### **1. DEFINITIONS:**

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

1.1 Acceptable Solid Waste: Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is collected within the City pursuant to this Agreement.

1.2 Agreement: Agreement shall mean this document, including any written Amendment thereto, as agreed upon by City and Contractor.

1.3 Agreement Year: Agreement Year shall mean the period beginning \_\_\_\_\_ 1<sup>st</sup> of each year and ending on \_\_\_\_\_ 31<sup>st</sup> of the subsequent year for the term of the Agreement.

1.4 Applicable Law: Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any

component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

- 1.5. Brush: Brush shall mean Yard Trimmings that cannot be easily contained in a Yard Trimmings Can, Yard Trimmings Bagged.
- 1.6. Bulky Waste: Bulky Waste shall mean Acceptable Solid Waste composed of materials not easily contained in a Solid Waste Cart such as, but not limited to White Goods, furniture, Brush, large electronics, and other oversized Acceptable Solid Waste.
- 1.7. Bundle or Bundles: Bundle or Bundles shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed four (4) feet in length or forty (40) lbs. in weight.
- 1.8. Business Day: Business Day shall mean any day, Monday through Friday, from 7:00 AM, \_\_\_\_\_ Time until 7:00 PM, \_\_\_\_\_ Time, which is not a holiday designated as such in the Agreement.
- 1.9. Cart: Cart shall mean a receptacle purchased by the Contractor or City, equipped with wheels, with a capacity of approximately ninety-five (95) gallons designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm, purchased with a ten (10) year manufacturer's warranty, and approved for use by City.
- 1.10. City: City shall mean the City of City of South Fulton
- 1.11. City Facility: City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City Services. The City has the sole authority to add or eliminate City Facilities to receive City Services.
- 1.12. Collect or Collection: Collect or Collection shall mean the act of removing Acceptable Solid Waste or Bulky Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials and Yard Trimmings.
- 1.13. Commencement Date: Commencement Date shall mean October 1, 2017 the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Agreement.
- 1.14. Commercial Container: Commercial Container shall mean Dumpsters and Roll-offs.
- 1.15. Commercial Service Unit: Commercial Service Unit shall mean all establishments other than Residential Service Units within the corporate limits of the City.

- 1.16. Construction and Demolition Debris: Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.17. Contamination: Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials or the existence of any material or substance on or contained in Yard Trimmings other than Yard Trimmings.
- 1.18. Contract Administrator: Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.19. Contractor: Contractor shall mean \_\_\_\_\_.
- 1.20. Contractor's Representative: Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf.
- 1.21. Curbside: Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste, Recyclable Materials, Bulk and Yard Trimmings from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.
- 1.22. Customer: Customer shall mean (i) the City or (ii) owner or tenant of a Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.23. Dead Animals: Dead Animals shall mean animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.24. Dispose or Disposal: Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or containerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall dispose of materials at a Disposal Site.
- 1.25. Disposal Site: Disposal Site shall mean a Landfill, Transfer Station or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 1.26. Dumpster: Dumpster shall mean a metal receptacle with a tight fitting lid and a minimum capacity of two (2) cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically for use only at Commercial Service Units or Industrial

Units. Contractor shall provide Dumpsters to Customers.

- 1.27. Dumpster Compactor: Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Dumpster Compactors to Customers.
- 1.28. Effective Date: Effective Date shall mean the date set forth in the first sentence of this Agreement.
- 1.29. Eligible Disaster Debris: Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 1.30. Garbage: Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.31. Hazardous Waste: Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et seq.*, as amended.
- 1.32. Landfill: Landfill shall mean a Solid Waste management unit where Solid Waste is permitted by the State to receive MSW Sub –Title D Landfill.
- 1.33. Marketing: Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.
- 1.34. May: Something that is not mandatory but permissible.
- 1.35. Medical Waste: Medical Waste shall mean treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(0 (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.
- 1.36. Multi-family Property: Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste collection via Dumpster or Roll-off.



- 1.37. Party: Party shall mean Contractor or City.
- 1.38. Process or Processed or Processing: Recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets.
- 1.39. Processing Facility: Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials. The Processing Facility shall be selected by Contractor.
- 1.40. Program Introduction Notice: Program Introduction Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and distributed by the Contractor.
- 1.41. Program Recyclable Materials: Program Recyclable Materials shall include the following clean Recyclable Materials and the Contractor has full authority to modify the materials collected and processed by providing the City a written 30-day notice: No Glass accepted.
- a) Paper: Kraft paper; corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; magazines, catalogs; telephone books and Yellow Pages; chipboard; and other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper, bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.
  - b) Plastic: #1 through #7 rigid plastic bottles, containers, jugs, jars, or other rigid plastics. Excludes plastic bags and Styrofoam.
  - c) Aluminum and Other Metal: Beverage container, food can, empty paint cans, bi-metal Container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Materials of a similar nature. Excludes aluminum foil.
- 1.42. Recovered Materials: Recovered Materials shall mean Recyclable Materials which have been Processed to market specifications.
- 1.43. Recyclable Material: Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
- 1.44. Recycling: Recycling shall mean a process by which clean materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected,

Separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

- 1.45. Recycling Services: Recycling Services shall mean the Collection and Processing of clean Program Recyclable Materials.
- 1.46. Refuse: Refuse shall mean Rubbish.
- 1.47. Residential Service Unit: Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, not on a Multi-Family Property, shall be treated as a Residential Service Unit, except that each single-family dwelling within any such Residential Service Unit shall be billed separately as a Residential Service Unit.
- 1.48. Roll-off: Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10), a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.
- 1.49. Roll-off Compactor: Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.
- 1.50. Rubbish: Rubbish shall mean non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, leaves, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
  - 1.51. Scheduled Collection Day: Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
  - 1.52. Set-out: Set-out shall mean material(s) placed by a Customer for Collection by Contractor.
  - 1.53. Shall: Something that is mandatory and not merely discretionary.
  - 1.54. Single Stream: Single Stream shall mean commingled and not required to subdivide by the Customer prior to Collection.

- 1.55. Solid Waste: Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under \_\_\_\_\_ Code;
  - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
  - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*).
- 1.56. Solid Waste Services: Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste, yard trimmings and Bulky Waste including operating the City's permitted Transfer Station.
- 1.57. Special Waste: Special Waste shall mean waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) Containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Georgia law, rule or regulation as "Special Waste".
- 1.58. Transfer Station: Transfer Station shall mean the City's permitted facility where Solid Waste and/or Recyclable Materials are placed by collection vehicles for subsequent transfer by the Company to the Class I Facility or the Processing Facility.
- 1.59. Unacceptable Set-out: Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement. The Contractor will notify the City in a timely manner of Unacceptable Set-outs after information the customer and the City will provide the proper corrective action.
- 1.60. Unacceptable Set-out Notice: Unacceptable Set-out Notice shall mean a public education notice developed by the Contractor, approved by City, and printed and Distributed by the Contractor.

- 1.61. Unacceptable Waste: Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing thirty pounds (30 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.
- 1.62. White Goods: White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
- 1.63. Yard Trimmings: Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.
- 1.64. Yard Trimmings Bag: Yard Trimmings Bag shall mean Kraft bag or other sack authorized by the Yard Trimmings Processing Facility, designed to store Yard Trimmings with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Trimmings Bag and its contents shall not exceed forty (40) pounds.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste, including Bulky Waste and Construction and Demolition Debris, for Residential Service Units;
- (b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- (c) Collection and Processing of Yard Trimmings for Residential Service Units; and
- (d) Collection and Disposal of Solid Waste, including Construction and Demolition Debris, for Commercial Service Units.
- (e) Operate the City owned and permitted Transfer Station and drop off site.

Contractor is hereby granted for the term of this Agreement, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- (a) Collection and Processing of Program Recyclable Materials for Commercial Service Units.

**3. TERM:**

- 3.1. Initial Term: Unless sooner terminated in accordance with the Agreement, the Initial term of this Agreement shall commence \_\_\_\_\_ 1, 20\_\_ at 12:00 AM, \_\_\_\_\_ Time, ("Commencement Date") and shall continue in effect until \_\_\_\_\_ 31, 20\_\_ at 11:59 PM, \_\_\_\_\_ Time.
- 3.2. Optional Renewal Terms: City may renew this Agreement for additional five (5) year optional renewal terms, upon acceptance by the Contractor. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor's election to reject a renewal term on or before three (3) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement. If Contractor does not provide such written notice to the Contract Administrator on or before three (3) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than sixty (60) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement exercise such optional renewal term by such notice. This provision in no way limits City's right to terminate this Agreement at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Agreement.

**4. RESIDENTIAL SERVICE UNIT COLLECTION:**

- 4.1. Acceptable Solid Waste Collection: Contractor shall collect from each Residential Service Unit, one (1) days per week on Scheduled Collection Days, all Acceptable Solid Waste bagged and placed in the Cart for collection.
- 4.2. Program Recyclable Materials Collection: Contractor shall collect from each Residential Service Unit, one day per week on a Scheduled Collection Day, all Program Recyclable Materials in or adjacent to that Residential Service Unit's Recycling Cart per Scheduled Collection Day.
- 4.3. Yard Trimmings Collection: Contractor shall collect from each Residential Service Unit, one day per week on the same Scheduled Collection Day as Program Recyclable Materials Collection, all Christmas Trees and all Yard Trimmings in Yard Trimming Bags not to exceed 10 bags per week, Bundles per Scheduled Collection Day.
- 4.4. Bulky Waste Collection: Contractor shall collect from each Residential Service Unit, one day per week on a Scheduled Collection Day, up to 3 items per week.

Roll-off Collection: Upon request of a Residential Service Unit Customer, Contractor

Shall provide Roll-off Collection in accordance with Commercial Service Unit Collection.

5. COMMERCIAL SERVICE UNIT COLLECTION:

5.1. Acceptable Solid Waste Collection:

- a) Commercial Service Units Dumpster Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), Contractor shall collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste bagged and placed in Dumpsters per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days. If the Contractor and Customer cannot agree on the required level of service, the City shall have the final authority as to the level of service needed.
- b) Commercial Service Units Roll-off Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-off. Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.

- 5.2. Program Recyclable Material Collection: Upon Request of a Multi-family Property Customer, Contractor shall collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in Recycling Carts or Recycling Commercial Containers. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days. If the Contractor and Customer cannot agree on the required level of service, the City shall have the final authority as to the level of service needed.

6. CITY SERVICES

The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section.

- 6.1. City Facilities Solid Waste Collection: For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- 6.2. City Facilities Program Recyclable Material Collection: For all City Facilities, Contractor shall collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in Recycling Carts or Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor

and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

6.3. City Roll-off Services special events: Upon request of Contract Administrator, Contractor shall Provide a Roll-off for Collection of Acceptable Solid Waste, Program Recyclable Materials for 6 special events per calendar year.

6.4. Other Solid Waste and Recycling Services: The Contractor may provide collection or disposal of any increased volume resulting from a flood, hurricane, tornado or similar or different Act of God over which the Contractor has no control, and it shall not be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane, tornado or other Act of God, the Contractor and City shall negotiate the payment to be made to Contractor. Further, the City shall grant the Contractor variances in routes and schedules, as deemed necessary. The City reserves the right to contract for debris clean-up with other contractors.

7 EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS: The Contractor shall Collect all Acceptable Solid Waste, including excess Solid Waste Bags, from each Residential Service Unit for the first Collection following a holiday a if the Acceptable Solid Waste is generated as a result of the holiday.

## 8. COLLECTION LOCATIONS:

8.1. Residential Service Unit Collection: Contractor shall Collect Solid Waste, Program Recyclable Materials, Yard Trimmings, and Bulky Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for special service. For Residential Service Units that qualify for special service, Contractor shall provide Collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator. For special service, Contractor's employees shall not be required to enter any gated areas for Collection of Solid Waste and Program Recyclable Materials. Contractor shall return all Cans and Carts to approximately original location.

8.2. Commercial Service Unit Collection: The Commercial Container shall be located on at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. If a Customer request and pays for service inside of enclosures the Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

## 9. DISPOSAL AND PROCESSING SERVICES:

9.1. Disposal of Contractor Collected Materials. –rate schedule

9.2. Processing of Contractor Collected Materials.

a) Program Recyclable Materials. Customers may set-out Single Stream

Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule includes the costs for Processing of Program Recyclable Materials, including Single Stream Program Recyclable Materials, Collected by Contractor.

9.3. Disposal and Processing Capacity: Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City's needs.

**10. DISPOSAL AND PROCESSING LOCATIONS:** The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including;

- a) Solid Waste to a Disposal Site;
- b) Program Recyclable Materials Collected to a Processing Facility

Contractor shall utilize adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles at the Disposal Sites and Processing Facilities. Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall test the scales as required by Applicable Law. If the scales are unavailable during hours of operation, Contractor shall use the average weight for the route and load of the day from the previous calendar month.

**11. PROCESSING REQUIREMENTS:**

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination.

11.1. Program Recyclable Materials Processing Requirements: Contractor shall utilize processing subsystems at the Processing Facility capable of processing the Materials.

**12. COMMINGLING OF MATERIALS PROHIBITED:**

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle the following materials:

- (a) Program Recyclable Materials from Residential Service Units Collected under this Agreement with other materials;

**13. INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:**

15.1. Contractor's Right to Inspect Set-Outs: Contractor may inspect each Set-out prior to



Collection for compliance with the requirements of this Agreement.

15.2. Unacceptable Set-outs: Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- (a) A Set-out exceeds the Set-out limits as established in this Agreement;
- (b) A Set-out of Program Recyclable Materials contains non-Recyclable Materials;
- (c) A Set-out of Yard Trimmings contains non-Yard Trimmings; or
- (d) A Set-out contains Unacceptable Waste.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section without notifying the Contract Administrator.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- (a) Collect the portion of the Set-out that is properly Set-out; and
- (b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unacceptable Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the

Unacceptable Set-outs including the address, reason Set-out was Unacceptable Set-out and other information as requested by Contract Administrator to the Contract Administrator by 11:00 AM, the next Business Day.

#### 14. RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of thirty (30) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the route without Contract Administrator's approval.

#### 15. HOURS OF OPERATION AND HOLIDAYS:

17.1. Hours of Operation: Contractor shall provide Collection to Residential Service Units from Monday through Friday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 6:00 AM, and shall not extend beyond 7:00 PM, Central Time. Collection from Commercial Service Units not adjacent to Residential Service Units shall be collected at such hours as may be determined by Contractor. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and City.

17.2. Holidays: The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor may observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday the day after the holiday. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall perform the Collection prior to the next scheduled collection day.

16. DAMAGE TO PROPERTY:

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property which is damaged by neglect of the Contractor. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage unless a longer period of time is approved in writing by the Contract Administrator, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

19. COMPLAINTS AND OFFICE:

19.1. Complaints: Customer complaints shall be directed to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and

Timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

19.2. Local Office: Contractor shall maintain a local office within 20 miles of City Hall. Contractor shall ensure the local office may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, and the later of 5:00 PM, or completion of Collection from Residential Service Units, Monday through Friday. For after office hours the Contractor must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day. The Contract will main a local office, calls from Customers may not be directed to a customer call resource center for information and resolution. The Contractor will also maintain a web-site and app for use by the City and Customers for inquiries with the Contractor.

## 20. EQUIPMENT AND LABOR:

20.1. Carts for Residential Service Units: Contractor shall, at its sole cost and expense, agrees to purchase Carts necessary to adequately, efficiently, and properly provide the services to Residential Service Units in accordance with this Agreement. Carts for Customers, including new Customers and existing Customers, shall meet the following requirements:

- (a) Approximate capacity of 95 gallons for trash ;
- (b) Uniform and in color for Solid Waste and a different color for Recycling (as approved by Contract Administrator);
- (c) With Contractor logo;
- (d) Full-color in-mold label (as approved by Contract Administrator) of Program Recyclable Materials, for Recyclable Material 65 gallon Carts;

City shall provide a secured area within the City for staging of such Carts for the initial distribution. Contractor shall store all additional and replacement Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator.

Contractor shall, at its sole cost and expense, assemble and distribute Cart(s) to Residential Service Units trash and recycling carts prior to the Commencement Date.

For Recycling Carts delivered by Contractor, Contractor shall:

- (a) Attach a Program Introduction Notice to each Recycling Cart during delivery to Residential Service Unit;

Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment. Contractor shall be solely responsible for the maintenance, including warranty issues, of Carts due to normal use, at the Contractors discretion and after notifying the Contract Administrator the Contractor may charge up to \$100.00 for a replacement Cart due to neglect of the Customer.

20.2. Other Equipment: Contractor, at its sole cost and expense, agrees to furnish, all equipment, excluding equipment explicitly stated in this Agreement to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Agreement.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any materials. For Roll-off Collection, Contractor shall provide Collection using vehicles equipped with a cover which may be net, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles as

to scatter material and shall not be responsible for downloading roll-off containers that have been overloaded by the Customer.

Contractor shall maintain all vehicles and Collection equipment in a first class, safe, and efficient working condition throughout the term of this Agreement. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

Contractor shall maintain Collection vehicles in a neat and sanitary condition.

City may inspect Contractor's equipment at any time to insure compliance with this Agreement. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose.

## 21. SPILLAGE AND LEAKAGE, LITTER, AND ODOR

21.1. Spillage and Leakage: Contractor shall clean up any materials including leakage of fluids spilled from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. During transport, all materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.

21.2. Litter: Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Agreement.

21.3. Odor: Contractor shall maintain equipment used for purposes of this Agreement in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Agreement by Contractor in a manner that eliminates odors.

## 22. RECORDS AND REPORTS:

Contractor agrees to maintain at the local office, adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (a) Document services provided by type of service, Container type, Container size, Collection frequency, fees charges, and other information as requested by Contract Administrator.
- (b) Document number of Residential Service Units Set-outs by Program

Recyclable Materials, Yard Trimmings, Bulk and other information as requested by Contract Administrator.

- (c) Document missed Collections and Unacceptable Set-outs on a daily basis by address, time and date for each and the reason and notice for Unacceptable Set-outs.
- (d) Document franchise fee, calculation, and payment.
- (e) Such other documents and reports as City may reasonably require to verify compliance with the Agreement or to meet City's reporting requirements.

Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the year summarizing the above information and identifying the number of Residential Service Units serviced in the previous time period.

## **23. INSPECTION RIGHTS:**

23.1. City's Right to Inspect Records, Books, Data and Documents: City shall have access, within one Business Day of advanced written notification to Contractor, to all books, records, data and documents of Contractor for inspection, and audit, at City's own expense.

23.2. City's Rights to Inspect Facilities and Equipment and Audit Performance: City shall have access, within twenty-four (24) hours of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Agreement are conducted in compliance with the terms of this Agreement, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

## **24. PUBLIC EDUCATION AND OUTREACH FEE AND FRANCHISE FEE:**

24.1. Franchise Fee: The City shall be entitled to receive a five percent (5%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder including Residential Services, Commercial Services, and Roll-off Services. Contractor shall pay the City the Franchise Fee based on gross billing collections for services provided via the Agreement within the City within thirty (30) calendar days after the last day of the month Contractor provided such services.

## **25. BILLING:**

- (a) A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List

for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Agreement. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Agreement.

- (b) City shall provide billing and bill Base Services for Residential Service Units during the term of this Agreement. Contractor shall provide billing and bill services for all services to Commercial Service Units and Roll off Services.
- (c) Contractor shall bill City and Customers in accordance with Agreement and then-current rate schedule. Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Agreement, without approval of the Contract Administrator
- (d) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment for services rendered by Contractor to Residential Service Unit within thirty (30) calendar days after receipt of invoice.
- (e) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall remit Franchise Fees payment.

## 26. MODIFICATION TO RATES:

26.1. Rate Adjustment. The fees which may be charged by the Contractor annually during the term of the agreement hereof shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U) – U.S. City Average – Water and Sewer and Trash Collection Services Index. The CPI is the CPI published of the prior year over year. The increase shall become automatically effective on the first day following the annual anniversary of the Contract October 1, 2017. The resulting total percentage change is applied to the rates effective anniversary date of this Contract to derive the rates that will be applied during the following twelve-month period of this Contract. Contractor shall give City CPI information 30 days prior to effective date of rate adjustment.

27. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect.

28. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

29. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have all rights and remedies available to it under Georgia law to collect delinquent payment of fees by City and/or Commercial Service Unit Customers.

30. TERMINATION:

In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage, as expressly provided in this Contract and arising prior to such termination date.

In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time,

City shall pay Contractor only all charges and fees for the services performed on or before such termination. Thereafter, following any such termination and the final payment from City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage, as expressly provided in these terms and arising prior to such termination date.

30. DISPUTE RESOLUTION:

- (a) The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement or controversy may be resolved by pursuing the action in the Courts. Venue for any action shall be in Fulton County, Georgia.
- (b) All attorneys' fees and costs of the arbitration shall in the first instance be borne by the respective party incurring such costs and fees, unless fees are awarded by the Court.

32. FORCE MAJEURE:

Any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall not be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and City shall negotiate the payment to be made to Contractor. Further, the City shall grant the Contractor variances in routes and schedules, as deemed necessary. The City reserves the right to contract for debris clean-up with other contractors.

33. PERFORMANCE BOND

Upon Contractor's execution of this Agreement, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in a form approved by the Contract Administrator, to secure the full, complete, and faithful performance of the terms and conditions herein. Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in the amount equal to or greater than Contractor's estimated amount of annual gross billings pursuant to this Agreement. Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Contractor shall ensure the Performance Bond is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly



authorized to do business in the State, having an "A" or better rating by A. M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

34. INSURANCE:

34.1. No Insurance by City: Contractor shall be solely responsible for any insurance required under the terms of this Agreement and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering Contractor.

34.2. Contractor Insurance Requirements:  
During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired, and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by County. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon County's request, Contractor shall furnish County with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide, through a rider, for 30 days prior written notice of cancellation to the County; (ii) shall show County as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of County (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of County. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of County herein.
- Coverage must be provided for Products/Completed Operations.

- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**36. RISK ALLOCATION AND INDEMNITY:**

Hold Harmless – The Contractor agrees to indemnify and hold harmless the City, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind due solely to the negligence or willful misconduct of the Contractor. This duty to indemnify shall include reasonable attorneys' fees and litigation costs and expenses of any kind whatsoever. The City shall promptly notify the Contractor of any incident, claim, or lawsuit of which the City becomes aware and shall fully cooperate in the defense of such claim, but the Contractor shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require the Contractor to indemnify the City, its agents and/or employees from the City's its agents' and/or employees' own negligence or willful misconduct.

The City does hereby agree to indemnify and hold harmless the Contractor, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind due solely to the negligence, willful misconduct and/or action or inaction of the City, its employees or agents. This duty to indemnify shall include reasonable attorneys' fees and litigation costs and expenses of any kind whatsoever. The Contractor shall promptly notify the City of any incident, claim, or lawsuit of which the Contractor becomes aware and shall fully cooperate in the defense of such claim, but the City shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require the City to indemnify the Contractor, its agents and/or employees from the Contractors its agents' and/or employees' own negligence.

If Excluded Waste, including, but not limited to, Hazardous Waste and Special Waste, is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact City and City shall take appropriate action to ensure that such Excluded Waste is removed and properly disposed of. If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste. City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Excluded Waste and to assist Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the Excluded Waste. Subject to City providing reasonable assistance to Contractor as set forth herein, Contractor shall release City from any liability for any such costs except to the extent that such Excluded Waste is determined to be attributed to City.

**37. OWNERSHIP AND RISK OF LOSS:**

Title and risk of loss to Solid Waste, Program Recyclable Materials, Yard Trimmings, and Program Household Hazardous Waste and Electronics shall pass to Contractor when placed in Contractor's Collection vehicle. Title and risk of loss to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

**38. SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

**39. NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City, at: 5440 Fulton Industrial Boulevard  
Atlanta, Georgia 30336

If to the Contractor at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to: xxx  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: xxxx

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**41 DISCRIMINATION PROHIBITED:**

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

42. ELIGIBLE DISASTER DEBRIS:

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall have no obligation under this Agreement to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Agreement.

EFFECTIVE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY:

CONTRACTOR:

CITY OF \_\_\_\_\_, Georgia \_\_\_\_\_

BY:

BY: \_\_\_\_\_

Mayor \_\_\_\_\_ ITS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

APPROVED:

Interim City Attorney

\_\_\_\_\_



## **Exhibit 1**

# **CITY OF SOUTH FULTON RATE SCHEDULE EFFECTIVE October 1, 2017**



DIVIDER SHEET



# **CITY OF SOUTH FULTON**

POLICY AND PROCEDURE SUBJECT:

Travel and Training and  
Automobile  
Allowance/Mileage Reimbursement Policy

Date: June 2017

NUMBER 01-

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**ATTACHMENT C – TRAVEL/TRAINING CERTIFICATION FORM**

**ATTACHMENT D – TRAVEL / IN-SERVICE TRAINING EXPENSE FORM**

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**ATTACHMENT J – AUTOMOBILE ALLOWANCE/MILEAGE REIMBURSEMENT**

**ATTACHMENT K – MILEAGE REIMBURSEMENT FORM**

# City of South Fulton TRAVEL Policy

In accordance with the Official Code of Georgia Annotated (“O.C.G.A.”) TITLE 45 Chapter 7 Sections 20 through 34, it is the policy of the City of South Fulton to reimburse only those expenses incurred for official business on its behalf. Generally, all trips and expenses should be pre-approved to the extent reasonably possible. These policies and procedures have been developed to help the traveler speed up traveling while following the guidelines adopted by the City of South Fulton City Council.

## SECTION 1: GENERAL POLICIES

### 1.1 Statement of Policy

It shall be the policy of the City of South Fulton to reimburse and/or advance Travel expenses incurred while conducting official City of South Fulton business for City Council and other officials whom are serving as department heads; judges; members of various boards; staff; and City Travelers. Reimbursement for mileage driven by personal vehicles, whether on daily business within the City or during a Travel event is also covered by this policy. **This policy does not extend to consultants or independent contractors doing business for City of South Fulton.** In rare instances where Travel expenses for an independent consultant or contractor are incurred and not covered in a contractual agreement with the City, approval by both the applicable Department Head and the City Manager is necessary to reimburse expenses. At no time, shall Travel expenses be advanced from the City to persons in these categories. All Travel reimbursements must adhere to cost limitations herein.

### 1.2 Objectives and Standards

To enhance the professional growth and development of the above eligible personnel, City of South Fulton authorizes the attendance to certain seminars, schools, conferences, meetings and conventions. The objectives of this Policy are to:

- Provide policy and procedural guidance to Travelers, Travel coordinators, approvers and auditors on cost-effective management of Travel expenses that aid in conserving the use of City of South Fulton funds.
- Defining the responsibility and accountability of the Traveler and the authorizer of City of South Fulton business Travel.
- Defining the consequences of not adhering to the guidelines.

This policy also applies consistent standards to all Traveler’s subject to this policy.

- Those Traveling must conduct City business with integrity, in compliance with applicable laws and in a manner, that excludes consideration of personal advantage.
- Provides the rates of reimbursement for mileage and meal per diems for City Travelers and authorized persons Traveling on City business based on federal government standards via the U.S. General Services Administration.
- Travel shall only be allowed for conferences, seminars and other similar events that are directly related to Traveler’s current position, work assignments, maintenance of certification requirements, or designation as a City representative where attendance is either required or further advances City of South Fulton’s Strategic Plan or Council objectives.
- Payment or reimbursement of expenses by the City for Travel, training and/or membership dues related to professional associations are not allowable unless

membership or participation in the organization's activities are directly applicable to the Traveler's current position, required for the performance of daily job duties or legally mandated.

- A Traveler's participation or representation to a board, organization, or other voluntary role in a professional association not directly related to City business falls outside the scope of this policy and shall not be eligible for advance or reimbursement.

### 1.3 Classification of Eligible Personnel

The following classifications of Human Resources shall be eligible for reimbursement for training/TRAVEL expenses:

- ☐ City Council
- ☐ Department heads
- ☐ Judges
- ☐ Members of various boards
- ☐ City council staff
- ☐ Supervisory, administrative and other City Travelers authorized to attend conferences, conventions, workshops and other business-related events to perform official duties of the City
- ☐ Authorized persons who are not Travelers of the City (interviewees, judicial witnesses and other judicial transports)

### 1.4 General Provisions

- ☐ Travel/Training requests should demonstrate that the Traveler first sought the most cost-effective methods in obtaining external training or gathering industry specific knowledge. Prior to seeking out of state Travel/training, Travelers should verify that the same information is neither available online; in Metro Atlanta, nor in the State of Georgia.
- ☐ Travel is contingent upon the availability of funds in the departmental budget. Each Department is responsible for managing its own Travel and Training budget and monitoring actual expenditures against budget authority. In addition, the Department is responsible for coordinating with the Accounts Payable (Finance) to initiate Travel advances and Travel reimbursements to authorized Travelers.
- ☐ Approved Travelers are expected to exhibit good judgment and exercise the same care while incurring expenses, as would a prudent person Traveling for personal reasons. The request for Travel and training must be done well in advance to take advantage of the lowest reasonable rates available.
- ☐ All TRAVEL expenses must follow these TRAVEL Policies and Procedures herein established, unless granted exception per prior written approval by the City Manager or action of the City of South Fulton City Council. The traveler will be responsible for reporting and submitting supporting documentation for actual expenses incurred for authorized costs. Receipts for per diem amount for meals and incidentals are not required.
- ☐ Travel expenses will not be paid in advance except for those items charged to the assigned departmental Purchasing card(s) (P-Cards), which are administered by the Purchasing Department. The P-card will be used for paying hotel accommodations, transportation (airline ticket, car rental, bus or train) and conference/seminar registration costs. Per Diem allowance will continue to be paid via check no earlier than a week in advance of the dates of travel.

Travel and training expenses incurred by travelers conducting City business **outside** the Atlanta Metropolitan Area is reimbursable according to the requirements outlined in this Policy. The Atlanta Metropolitan Area is defined as Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton counties. Mileage reimbursement for same day travel within the Atlanta Metropolitan Area, Travelers should refer Attachment J for further discussion and examples.

- Requests for travel/training must be submitted via Travel/Training Request Form (Exhibit E) and accompanied by completed Travel/Training Advance Agreement Form. All travel arrangements shall be coordinated by the department and approved by the Department Head, and shall be paid by the City in compliance with the federal per diem guidelines. The City Manager or his/her appointed designee reserves the right to review all travel requests.
- A Travel/Training Expense Form (Exhibit D) shall be used for all claims for travel expenses and shall show purpose of travel (Seminar, Training, Conference, etc.), dates and items of expenditures, points between which travel occurred, dates and times of departure and arrival. The Finance Department may require additional information reasonably required to determine any claim for travel expense reimbursement. Travel arrangements must be pre-approved to be reimbursed, except in an emergency as approved by the City Manager.
- Travel allocations are for actual, necessary and reasonable expenses only in the performance of official duties. travel should be by the most direct route. Any person traveling by an indirect route or dissenting dates shall assume any extra expense incurred. (Example: If a traveler leaves a conference, seminar, etc. and seeks to travel to another destination for non-work-related purposes, the City shall only be responsible for the cost of the round-trip ticket to the original departure point. Any expense more than the round-trip ticket cost shall be incurred by the traveler and reimbursed to the City).
- For purposes of this policy, the traveler's designated work location is the official workplace. Reimbursement for transportation costs between the official workplace and the traveler's residence during normal working hours is **NOT** allowed.
- All travelers must receive prior approval before traveling or incurring travel related expenses. If a traveler does not receive proper prior authorization, the traveler must wait until returning from trip before being reimbursed for any expenses that are allowable per this policy and later approved by the City Manager.
- All travel arrangements shall be made by each department and finance shall process payments for items authorized for advance (registration fees, transportation and lodging). **Reimbursement for traveler purchase of any of the pre-payment eligible items listed above will NOT be paid until traveler returns from the trip.** Other personal expenses not specifically related to the business necessity of the travel are not reimbursable (See Section 9.1 and 9.2 for lists of allowable and non-allowable reimbursable expenses).
- For inquiries related to take home vehicles or use of City vehicles, travelers should consult with the City Manager.

### **1.5 Fraudulent Use of TRAVEL Advance**

O.C.G.A. § 45-7-32(a) provides that it is unlawful for any person to use any travel advance received from public funds for nongovernmental purposes or to submit or approve, knowingly or through willful and wanton neglect, a fraudulent request for reimbursement of expenses. Any person in violation of this code section shall be subject to criminal and civil penalties.

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Travelers, including supervisors, who knowingly misrepresent the facts concerning travel for official business, or who file or sign any travel form which contains deliberate false statements given with the intent to defraud the City, may be subject both to administrative and/or disciplinary action pursuant to **Human Resources Regulation 1800-2, Article 7(c) fraud, perjury and malfeasance, which includes the possibility of termination and/or criminal action.**

## 1.6 Definitions

**Actual Departure/Return Time** Leaves home to go to the airport; Return time: time traveler returns home from the airport.

**Allowance** A fixed amount of money permitted for authorized travel **Atlanta Metropolitan Area**

Regional organization of 29 local governments located in the Atlanta Metropolitan Area.

• Barrow	• Haralson
• Bartow	• Heard
• Butts	• Henry
• Carroll	• Jasper
• Cherokee	• Lamar
• Clayton	• Meriwether
• Cobb	• Morgan
• Coweta	• Newton
• Dawson	• Paulding
• DeKalb	• Pickens
• Douglas	• Pike
• Fayette	• Rockdale
• Forsyth	• Spalding
• Fulton	• Walton
• Gwinnett	

\*Based on information obtained from the Metro Atlanta Chamber – Atlanta – Sandy Springs – Roswell, GA Metropolitan Statistical Area (MSA).

**Business /Local Mileage Reimbursement** Reimbursement expenses incurred from transportation between traveler's primary work location, other city offices, business meetings and other off-campus City business functions within the Atlanta Metro area. Expenses related to business/local mileage differ from mileage expenses related to travel/training and are paid from the department's budget.

**Commuting Mileage** Total roundtrip miles traveled daily by a traveler between his or her residence and primary work location.

**Department Head** The director or senior officer of a department, institution, court or City Council of the City government.

**Domestic Travel** Any travel within and between the United States and its territories.

**Emergency Travel** Travel required or requested by City Council, City Manager, adjudication or other court directed travel that is either necessary to support City functions or mandated for public safety reasons on approved short notice.

**Incidental Expenses** Fees and tips for certain personal services, including: porters, baggage carriers, bellhops, hotel housekeeping, driver services, stewards or stewardesses.

**International Travel** Any travel outside of the United States and its territories.

**Lodging Rate** The base rate defined by the vendor prior to the application of taxes, etc.

**Non-Reimbursable Expenses:** Expenses generated by traveler which are not considered to be essential.

**Official Travel** Employees and officials may be required to travel both within and outside

the local area for representing City of South Fulton at meetings, professional associations, as well as for training to enhance their skills or maintain required certifications regarding the performance of their various positions and job duties within City government.

<b>Local Travel</b>	Any travel occurring inside the Atlanta Metropolitan Area.  Note: When official business requires that the traveler stay overnight, he/she shall follow the procedures for Non-Local travel. Overnight lodging within the Atlanta Metropolitan Area is not reimbursable, except for instances pre-approved by the City Manager.
<b>Non-Local Travel Per-Diem</b>	Any travel outside the Atlanta Metropolitan Area. The allowance rate for lodging (excluding taxes), meals and incidental expenses. The City adheres to the federal M&IE per diem rates <b>\$51.00</b>
<b>Prepaid or Prepayment</b>	Amount paid to a vendor by the City on behalf of the traveler, generally in advance of rendering of service.
<b>Primary Work Location</b>	The location a traveler regularly reports to for work.
<b>Reimbursement</b>	Amount paid back to traveler or owed to the City for certain allowable business travel expenses upon reconciliation of travel costs.
<b>Same Day Non-Local TRAVEL</b>	Same day travel outside of the Atlanta Metropolitan Area, but traveler elects to return same day.
<b>Training</b>	All travel costs associated with <b><u>acquiring required CEUs or CPEs</u></b> for the performance of traveler's work duties. <u>All</u> costs related to the event (registration, hotel, air, etc.) should be budgeted and paid from department <b>Training line</b> .

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<b>Travel</b>	All travel costs associated with events that <b><u>DO NOT directly result in obtaining CEUs or CPEs</u></b> and is primarily for information gathering or sharing on behalf of the City. <u>All</u> costs related to the event should be budgeted and paid from object code <b>1302 – TRAVEL</b> .
<b>Traveler</b>	The Elected Official, authorized traveler or non-traveler who is traveling on City business. Any person required to travel for extradition or as a witness is included in this definition.
<b>Travel Advance</b>	An advance of funds provided to traveler to cover estimated travel expenses. Travel advances are paid by check to the traveler or payment is made directly to vendor. A travel advance represents a lien against wages. Amount paid to the traveler by the City prior to trip departure for payment of reimbursable items.

**Travel Authorization** Written approval to travel on official business. City travel is authorized based on the type of travel being performed by the traveler as follows:

<b>Types of travel</b>	<b>Authorization Requires Signature By:</b>
Travel by City Council	By each City Council for their respective travel, administered by the City Clerk.
Travel by judges	Chief Judge of the applicable court and City Manager
Travel by Department Heads	City Manager, CFO or other designees
Travel by City Manager staff	City Manager

Domestic travel by travelers (other than Department Heads.	Department Head or designee (City Manager reserves the right to approve all travel expenses).
Travel by members of other boards, guest speakers, job candidates and other invitees	City Manager and Department Head of the department in which the traveler is affiliated.

**Purchasing Card Reconciliation**

Process used to determine whether p-card statement balance at the end of the recording period (monthly) is equal to the total amount of travel purchases by each T-card holder.

**Travel Cardholder Agreement**

Agreement between the City and the holder of the Departmental Purchasing Card, in which the cardholder agrees to the terms and conditions of use of the travel card.

**Travel/Training Certification Form**

A form requiring signature by all requestors of travel and training, which certifies the necessity of travel & training and its benefit to the traveler's provision of City services.

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<b>Travel Expenses</b>	Costs for registration, transportation, lodging, meals, and incidental expenses directly related to travel.
<b>Traveler Reconciliation</b>	Process by which traveler gathers receipts and other supporting documentation upon returning from a trip and compares actual allowable expenditures against TRAVEL advances to determine amount, if any, of reimbursement to traveler or to the City.
<b>Travel Status</b>	When a traveler is conducting approved City business away from his or her designated work location. It begins when the traveler departs from an authorized point and ends upon the traveler's return to the authorized point.
<b>Travel/Training Advance</b>	Completed and signed waiver by traveler, prior to business travel, authorizing <b>Agreement Form (Attachment B) City of South Fulton</b> to automatically deduct from traveler's pay any excess advance payments or reimbursements previously made by the City on behalf of the traveler.

## SECTION 2: EXTERNAL RESOURCES 2

### 2.1A. City of South Fulton

External training shall be utilized when a traveler requires CEU or CPE credits to perform job duties or when a comparable course is not offered through the traveler Training and Development Program. When requesting travel or registration fees for an external training class, traveler must demonstrate that the City does not offer a similar in-house course that is equivalent to the one for which they are seeking Travel/Training or reimbursement, the course is not offered on-line, the Atlanta Metropolitan Area, nor in the State of Georgia. Travelers who attend external training courses will be required to demonstrate through a written report, the benefit of the training to their City work. Once completed, this report shall be provided to the FINANCE DEPARTMENT, who shall maintain the original and forward a copy to the Human Resources Department for inclusion in the traveler's Human Resources file.

### 2.1B. Departmental Purchasing Cards (P-card)

P-cards will allow for a quicker response time when making travel arrangements, better to allow the travel coordinator to obtain early registration and provide flexibility within the department for travel arrangements. It is important to utilize the P-card effectively and with proper approvals, as all costs incurred are subject to review by various members of the City, auditors, and requests pursuant to the Open Records Act.

#### 1. Financial Stewardship

It is the responsibility of the Department Head and the Finance Department to monitor all travel expenses purchased using the P-card and to ensure any expenses for travel are within the department's budget appropriations. Any spending in excess of line item appropriation will be at the expense of the traveler and/or Department Head. The traveler and FINANCE DEPARTMENT are tasked with ensuring costs are paid to the card provider timely and accurately. Personal use of the P-card is strictly prohibited. Any violation of this policy will result in financial restitution by the guilty party to the City of South Fulton for all misappropriated funds.

#### 2. Infractions

Unauthorized use of the P-card is subject to review, suspension and/or revocation of all privileges associated with its use. If improper use of any card is substantiated, the Department, Finance Department and City Manager may agree to immediately revoke a department's P-card, thereby placing a moratorium on further travel within the department. The City Manager reserves the right to make any expenses that are incurred as result of a violation, the sole personal responsibility of the guilty party and/or the Department head.

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## 2.2. External Resources

## 2.2A. Travel Agents/Agencies

The use of travel agents or agencies is strictly prohibited.

## SECTION 3. Authorization and Responsibilities

To carry out the mission of using travel expense funds economically, prior to any travel, the Travel Coordinator, in consultation with the City Manager, Department Head and traveler, is responsible for:

- Authorizing travel only when reasonable and necessary
- Maintaining proper control to see that travelers are not in travel status any longer than assignments require
- Selecting the method of travel whether air, train, bus, City, personally owned or rental vehicles
- Authorizing attendance at conferences, seminars, and similar events

Below each authorizing group's responsibilities are further outlined:

### 3.1 Travel Authorizers (Department Heads and Elected Officials Serving as Department Heads)

- Identify all anticipated conferences, seminars and all other training classes for the upcoming year and provide an estimated budget and justification for the necessity of the travel and training during the budget process.
- Under no circumstances should travel expenditures be authorized outside the approved departmental budget for travel and training. Budgetary adjustments can be made to the *training* budget; however, **the travel budget is NOT eligible for adjustment throughout the year.** The current year's budget will be used as the "base" for the subsequent year's budget allocation for travel and training.
- Appoint a designee in the Finance Department to coordinate and facilitate all matters related to travel and training for the department. The FINANCE DEPARTMENT will manage the departmental P-card. Notification of assignment must be forwarded to the City Manager and Finance Director. The Department Head must ensure that the designated individual(s) within the department processes travel and training requests timely and accurately. The Department Head must approve/disapprove and return all requests to FINANCE DEPARTMENT within five (5) days from receipt.
- Exercise proper regard for economy when presenting travel requests for approval and ensure that the travel is within the scope of the job duties of the traveler(s) and in the best interest of the City of South Fulton. ensure that travelers be informed of the Policy and are in strict compliance with the requirements set forth within.
- Ensure that all completed travel and training packages submitted are in accordance with this Policy and with sufficient notice to allow cost savings to the City of South Fulton to be attained. Any exceptions or waivers to this policy must be justified, necessary and approved in writing by the City Manager.
- In accordance with any future directive set forth by the City Manager to review all requests for travel/training, ensure all requests authorized by Department Head are submitted to the City of South Fulton Manager's Office for approval and a copy of the approved travel and training expense report is forwarded to finance with final reconciliation package.

### 3.2 Travelers (City Council, Members of Various Boards, Judges, City Council's Staff, City of South Fulton Travelers)

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Understand this Policy before requesting travel or training from the City of South Fulton.

- Exhibit professional conduct, exercise prudent judgment while on City of South Fulton business, and make economically sound decisions when planning for travel/training and while representing the City of South Fulton.
- Obtain and complete necessary travel documents (Travel/Training Advance Agreement, Travel/Training Request Form, proof of tax exempt status, etc.) and prior approvals for training/travel, including method of travel. Maintain an accurate record of departure, return times

and mileage.

- Verify applicable tax exemptions were deducted from hotel costs.
- Work with department's FINANCE DEPARTMENT to coordinate and facilitate all matters related to travel and training. Travel/Training requests must be pertinent to traveler's job duties at the City of South Fulton. Except in rare cases where emergency travel is required, requests must be made to the Finance Department at least 30 **days** before the departure date to allow ample time for approval and optimal cost savings to the City of South Fulton.
- Submit documentation for expenses, including **original** receipts for registration fees, hotel, transportation, parking, toll, and all other incidental expenses for which they are seeking reimbursement or received advanced payment from the City of South Fulton. (Receipts for meal and incidental expenditures (per-diem) do not have to be submitted upon traveler's return. Receipts are required for ALL other expenses.) Proof of attendance for conferences and seminars (conference badge, agenda, attendance sheet, or certificate of attendance) must be included with reconciliation package.
- Reimbursement shall only be requested for actual costs of allowable expenses. This package must be submitted by the traveler to the FINANCE DEPARTMENT within three (3) days of returning from trip. These expenses must be reported under the appropriate column on the Travel Expense Form (Attachment D). (Please note: Time frames to complete any part of the reconciliation process are subject to change, depending on time of travel in relation to T-card statement dates. Changes affecting process will be communicated directly by travel to FINANCE DEPARTMENT.
- Sign the "Travel/Training Advance Agreement form (Attachment B) and submit with supporting documentation for the requested travel to your Travel Coordinator. This allows the City of South Fulton to (1) reimburse the traveler upon their return for any expenses incurred not previously paid, and (2) deduct undocumented costs from the traveler's paycheck if funds are due to the City of South Fulton, or deduct the entire cost of the trip if travel/training reconciliation is not provided to Finance within the allotted time frame.
- Complete reconciliation upon return from trip by calculating balance between travel advance and actual costs and record amount of reimbursement to self or to the City of South Fulton. This information must be recorded on the original Travel/Training Expense form in the appropriate column before reconciliation package is submitted to FINANCE DEPARTMENT.
- Complete and sign travel Certification Form during the travel requesting process and submit to FINANCE DEPARTMENT.
- City Council travel and training costs and any other reimbursements will be reported on a quarterly basis and included on the Consent Agenda. This report will include department, traveler, destination and amount. It is important to understand that registration, airfare, hotel, transportation and other travel/training costs can be deducted from your paycheck. If you do not substantiate your travel you may owe money back to the City of South Fulton.

### 3.3 Finance Department

- ☐ Travelers are strongly discouraged from using their own personal credit card to purchase allowable travel/training items. All instances of personal credit card use on approved travel/training items will be reimbursed upon successful reconciliation of the trip, but not advanced to the traveler.
  - ☐ Ensure department travelers adhere to the compliance guidelines set forth in this Policy and that the new purchasing card is used only for authorized official business travel related purchases and no personal charges. **NO EXCEPTIONS.** Notify the Department Head and the travel Department Travel Coordinator immediately of any lost or stolen card(s).
  - ☐ Maintain physical possession and security of the department's p-card always and communicate with travel or the department's assigned Budget Analyst for any concerns or requests for adjustments to spending limits or categories of allowable costs (TRAVEL-1302 and Training-1306).
  - ☐ Calculate per diem and complete any required payment vouchers.
  - ☐ Review and certify all reconciliations for accuracy to ensure all expenses adhere to City of South Fulton Travel/Training Policy. Submit completed reconciliation package to Finance Department in a timely manner for further review. (The traveler has three (3) days to submit receipts and other required documentation of expenses to the FINANCE DEPARTMENT.
  - ☐ Track, monitor and review all travel related reconciliations. Prepare monthly P-card payment/reconciliation.
  - ☐ Review traveler's itinerary to make sure travel is in the most effective manner and provides the greatest cost savings to the City of South Fulton.
  - ☐ Verify traveler's legal name and other pertinent information before booking travel accommodations.
  - ☐ Claims for travel expense reimbursement must show the distance traveled (mileage reimbursement), specific origin and destination of travel, purpose of travel, dates and details of all expenditures. Receipts must be attached when required. Verify that voucher is within allowable rates and all required documentation is attached.
  - ☐ Examine each travel/training expense report for completeness and accuracy and ensure that the appropriate supporting documentation is attached to the form(s). Also, ensure the traveler and Department Head have signed the request before submitting to the authorizer.
  - ☐ Process the travel and training requests for items paid in advance of travel within five (5) days from receipt of approval from the authorizer.
  - ☐ Ensure that the reconciliation is forwarded to Finance for timely payment to the financial institution. The p-card is for acquiring registration, lodging, and transportation with prior approval from final authorizing authority.
  - ☐ Function as liaison between travelers and vendors to guarantee that the most economical practices are being utilized to secure training arrangements and to coordinate travel account activity for prompt reconciliation.
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- Reviews all reconciliation documents for accuracy, ensures all expenses adhere to City of South Fulton Travel and Training Policy.
  - Demonstrate attempts to secure the lowest available airfare and provide documented quotes for air costs – Attachment G) in the travel reconciliation package order to certify that the lowest fare ticket was purchased.
  - Perform all required procedures to reconcile purchasing card, including entering TRCC documents.
  - Will not allow additional travel for any traveler with outstanding travel reconciliation.
  - Monitor and maintain records of monthly expenditures and balances in the departmental Travel/Training budget and provide to Department Head with each travel request. Please note that this detailed information is now contained within each agency's budget on the City of South Fulton's financial

accounting system and requests and inquiries related to travel should be directed to the individual department.

### **3.4 City of South Fulton Manager's Offices:**

- The City of South Fulton Manager retains the right to review any and/or all departmental travel and training requests approved by Department heads. Policy exceptions for advance check processing will be handled on a case-by-case basis.
- Forward all **approved** travel/training packages or provide explanation for any rejections to the Finance Department within seven (7) business days from receipt of packages. If City Manager Office signature is required for approval, packages received from the City Manager without signatory approval will be considered denied.
- Should historical evidence or future changes in business practices of the City of South Fulton warrant modification or review of any portion of this policy, issues, concerns or requests to amend should be directed to the Finance Departments.

### **3.5 TRAVEL – Finance Department**

The Purchasing Card Administrator ensures completion of all required forms before issuing the p-card(s) to the appropriate card holder within each department.

- Ensure that each all card holders have received the proper training on the use of the travel card for departmental travel purchases and the procedures to reconcile p-card purchases for payment to the travel card provider.
  - Review supporting documentation for all purchases made with departmental P-Cards to ensure each purchase is allowable and balance on card statement matches total amount of purchases made by each cardholder and submit to Finance for payment to Purchasing Card Provider.
  - Coordinate all changes with the card provider and stay abreast of any contract changes between third party and the bank.
  - Monitor the activity of departmental card holders and provide the necessary reports to the respective departments for reconciliation purposes, as well as ensure copies are submitted to Finance for payment to the p-card provider.
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- ☐ Establish a procedure to cancel and collect cards if a termination, transfer or a suspension occurs.
  - ☐ Develop checklist to ensure all required travel documents are submitted with each travel reconciliation package and comply with policy.
  - ☐ Create and maintain merchant codes for allowable p-card purchases and manage authorized spending limits for each issued card.
  - ☐ Develop p-card manual and establish policy and procedures for its use like existing P-card operations.

### **3.6 Finance Department**

- ☐ The Accounts Payable Division is responsible for the review of all travel and training reconciliations, accuracy and proper approvals before reimbursement is provided to the Card Provider. Discrepancies are communicated directly to FINANCE DEPARTMENTS for corrections. Rejections or exceptions are returned to the Finance Department for further review.
- ☐ Issue checks to each traveler for allowable per diem. Exact amounts will be based on exact times of travel and in accordance with federal per diem rates for the travel location. Per diem will be calculated and provided on the travel request form by the FINANCE DEPARTMENT.
- ☐ Coordinate purchasing card reconciliations with FINANCE DEPARTMENT and Department Purchasing Card Administrator to ensure the accuracy and completeness of the data being submitted within the financial system and on supporting documentation.
- ☐ Provide annual refresher training to FINANCE DEPARTMENT to ensure their understanding of guidelines associated with T-card use.
- ☐ On an annual basis shall review and/or modify TRAVEL and training procedures to comply with any

updates or changes to City of South Fulton business practices; provide for further interpretation of policy applicability; or implement necessary changes to the policy and/or its accompanying documents.

- ☐ Submit information to Payroll with amounts due for unreconciled TRAVEL over (30) days old. The Payroll Division of Finance ensures a TRAVEL/Training Advance form is on file before withholding funds that are due from the Traveler.
- ☐ The Finance Department may request any other supporting documentation as deemed necessary.
- ☐ No amendments or other policy and procedural changes shall be made without appropriately being communicated by Finance to TRAVEL and Finance Departments.
- ☐ The Finance Department will not approve for reimbursement any expenditure without auditing the necessary documents to ensure that such payment is lawful and proper.
- ☐ Will not process future TRAVEL reimbursements for any traveler with outstanding TRAVEL reconciliations.
- ☐ Final repository for copies of completed TRAVEL reconciliation packages.

### **3.7 Human Resources Department:**

- ☐ Provide Departments a listing of currently offered and available City of South Fulton-provided training. “In-house” classes must be utilized before contracting with an outside source for similar class or training. The FINANCE DEPARTMENT should consult with Human Resources before forwarding a training request to ascertain if the traveler has previously completed “in-house” training classes.
- ☐ Maintain copies of written reports from TRAVEL within Travelers’ Human Resources files.

.Coordinate City of South Fulton provided training to members of various boards, Board of Commissioner's Staff, and City of South Fulton Travelers.

### **3.8 Internal Audit Division:**

.Conduct random audits of TRAVEL/training to ensure Traveler’s and TRAVEL authorizers are adhering to City of South Fulton policy.

## **SECTION 4. CATEGORIES OF TRAVEL & TRAINING COSTS 4.1**

### **Conference, Seminar, Convention**

#### **4.1a Registration Cost**

Registration costs should be paid directly by the City of South Fulton via the T-card. traveler payment of registration fees is strongly discouraged. When a traveler must personally pay a registration fee, a receipt for payment should be obtained. A cancelled check is preferable for reimbursement purposes. A TRAVEL/Training Expense Form (Attachment D), including expenses incurred when attending a conference or meeting of an association or organization, a seminar or similar event, shall be accompanied by a copy of the official program for the event. Additional registration costs for recreational and entertainment activities will not be paid by the City of South Fulton.

#### **4.1b Non-City of South Fulton Sponsored TRAVEL/Training**

A traveler may request TRAVEL/training, relating to their current City of South Fulton position, at their own expense or at the expense of another external entity. The traveler must follow the same procedures for City of South Fulton sponsored TRAVEL/training and complete all relevant forms and reports. The Department Head may designate the TRAVEL as “official leave” and provide further instructions on correctly reporting payroll hours.

The City of South Fulton Council, through Resolution #~~XXXXXX~~, prohibits the use of any funds from City of South Fulton Contractors, defined as “a person, business or entity, however formulated, that: (1) is seeking official action from Fulton City of South Fulton; (2) is seeking to do or is doing business with Fulton City of South Fulton; (3) represents a person who is seeking official action from City of South Fulton; or (4) has an interest that may be affected by the performance or non-performance of official duties by the traveler, officer, elected official or Commissioner” for TRAVEL expenses for any party subject to all other terms and conditions within this policy, unless such expenses are specifically authorized by a written City of South Fulton contract or

solicitation.

If TRAVEL for an authorized traveler is being sponsored by a third party, the City of South Fulton will not be responsible for advancing full or partial expenses for any portion of TRAVEL that will be either advanced or reimbursed by the third party. All expenses reimbursable by the sponsor to the traveler are the sole responsibility of the traveler.

## 4.2 Lodging and Attendance

### 4.2a Metropolitan Atlanta Area TRAVEL

Lodging advance or reimbursement is authorized only when it requires overnight accommodations for the traveler to conduct City of South Fulton business. Unless approved by the City Manager due to special circumstances, lodging within the Atlanta Metropolitan Area is not authorized. Mileage for use of personal vehicle is eligible for reimbursement (See Section 6.2 for more details on mileage reimbursement eligibility criteria and the City of South Fulton's automobile mileage reimbursement process outlined in Attachment J).

### 4.2b International TRAVEL

Conferences, seminars or other requested TRAVEL or training is not allowed outside the United States and its territories without City of South Fulton Manager approval.

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## 4.3 Reimbursable Lodging Room Rate

Lodging, excluding applicable taxes, will be reimbursed up to the federal lodging per diem for the TRAVEL destination prescribed as follows:

For Domestic TRAVEL – by the U.S. General Services Administration \$91.00. For International TRAVEL – by the U.S Department of State ([www.state.gov/m/a/als/prdm](http://www.state.gov/m/a/als/prdm)).

For TRAVEL in the state of Georgia, travelers should ensure they follow the procedures to receive the tax-exempt rate.

Sample FY 2013 maximum lodging and Meals and Incidentals rates for TRAVEL within Georgia: ([www.gsa.gov](http://www.gsa.gov))

Primary Destination* (1)	City of South Fulton (2,3)	Max lodging by Month (excluding taxes)									Meals & Inc. Exp.**
		2013 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Standard Rate	Applies for all locations without specified rates	77	77	77	77	77	77	77	77	77	46
Athens	Clarke	91	91	91	91	91	91	91	91	91	46
Atlanta	Fulton, DeKalb & Cobb	133	133	133	133	133	133	133	133	133	56
Augusta	Richmond	83	83	83	83	83	83	83	83	83	51
Columbus	Muscogee	82	82	82	82	82	82	82	82	82	46
Jekyll Island/Brunswick	Glynn	91	91	91	112	112	112	112	112	112	56
Savannah	Chatham	95	95	95	95	95	95	95	95	95	56

\* NOTE: traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

\*\* Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of TRAVEL.

The total cost for lodging should be included on the TRAVEL & Training Expense Report when submitted for approval. The total cost should include the room rate per night and all applicable taxes. Travelers must submit an **itemized** lodging receipt upon returning from TRAVEL. The receipt must show all items as being paid in full. If the receipt does not show a zero balance, evidence must accompany the receipt to show bill was fully paid.

#### **4.3a Conference Hotel Room Rates**

If the conference host hotel has rooms for registered participants that are a rate higher than the federal maximum lodging rate for the area, the City of South Fulton will pre-pay or reimburse up to that negotiated rate. The conference room rate should be utilized when there are rooms available. The documentation for this negotiated rate should be included in the TRAVEL/training information forwarded to Finance. The seminar/conference attendee should request only standard hotel rooms; the cost of additional upgrades to larger or more expensive rooms will be at the expense of the traveler. If the hotel sponsoring the conference has no availability, the federal per diem rates apply. Hotel/motel costs in excess of federal per diem lodging rates are not reimbursable unless the higher rate is being offered by the conference host hotel. Conference host hotel room rates are not transferrable to another hotel.

#### **4.3b Allowable Room Types**

Only the *single room rate* can be claimed for payment. If a room is shared by two or more travelers, the entire room cost should be paid and the reimbursement claimed by one traveler.



When another person, who is not an official City of South Fulton traveler, occupies the same hotel room with a traveler on an authorized trip, the traveler must pay the difference between the single and double room rates. To receive reimbursement for lodging expenses, an itemized hotel bill must be attached to the trip sheet.

#### **4.3c Government Room Rates**

travelers should select accommodations from hotels that are moderately priced and should always take advantage of government room rates when available.

#### **4.4. Payment Methods and Special Forms**

##### **4.4a Credit Card Authorization**

The City of South Fulton encourages all hotel accommodations to be reserved, via the T-card by the FINANCE DEPARTMENT and therefore, a Credit Card Authorization form should also be faxed to the hotel to ensure the card used to acquire the room will remain the card used at time of checkout. This also ensures the traveler will have no problems upon check-in. It is incumbent upon the FINANCE DEPARTMENT to verify the card's available credit prior to each transaction. The traveler and FINANCE DEPARTMENT must also guarantee that the hotel will accept the card used to secure the reservation upon check-out. The City of South Fulton will only authorize up to the federal lodging per diem for hotels other than the conference host hotel, where rates may be higher, but are allowable for reimbursement.

##### **4.4b In-State Lodging & Hotel/Motel Tax Exemption**

Hotel accommodations should be submitted as a pre-paid item on the Travel & Training Expense Report and secured with the use of the p-card. This is required for in-state travel to take advantage of the hotel/motel tax exemption. The traveler must secure a copy of the Hotel/Motel Tax Exemption certificate (see Attachment F). These certificates can be obtained from the FINANCE DEPARTMENT within your department. The maximum lodging reimbursement (excluding taxes) shall be up to the federal lodging per diem for the travel by destination.

#### **4.5 Traveler's Responsibilities for Lodging and Attendance**

- Must obtain the most reasonable lodging rate available.
- Make reservations well in advance.
- Obtain government rates whenever possible.
- Avoid prohibitive cost hotels and motels.
- Communicate changes in reservations with the hotel/motel.
- Utilize the Hotel/Motel Tax Exemption Request form (Attachment F)
- Mention conference or seminar name to ensure the conference rate for blocked rooms.
- Attach a copy of the conference literature to payment voucher indicating the conference hotel rate included in the package.
- Secure an itemized bill of lodging charges and submit within three (3) working days from date of return with the travel/training reconciliation.
- Document any emergencies that preclude attendance to conferences, etc.
- Ensure Finance Department has confirmed the p-card is an acceptable form of payment upon traveler check-in.

### **Section 5 Alternate Travel Plans**

Any change to TRAVEL plans, which incurs additional expense(s) must be justified as official City of South Fulton business and approved in writing by the City Manager. Any unapproved changes to travel route or length of stay must be made by the traveler and he/she shall be responsible for all associated costs, which may or may not be eligible for reimbursement. Transportation expense reimbursements are allowed only for uninterrupted, direct route travel – from authorized point of departure to destination and from destination back to original point of departure. Exceptions will only be made for travelers who are traveling to more than one destination on a single trip for pre-approved, official City of South Fulton business.

### **5.1 Extended Stay**

Extended stays will be treated as an exception to this Policy and will require approval in writing by the City Manager.

### **5.2 Special Housing**

Special housing provisions are allowable for travelers who are attending school for training if it requires accommodations for more than one week and the cost is less than staying at a hotel/motel within the vicinity of the training facility.

## **SECTION 6: TRANSPORTATION EXPENSES**

Travel should be by the most efficient and cost-effective method of transportation available. Travelers should schedule all travel assignments efficaciously to minimize expenses whenever possible. All forms of transportation and/or overnight accommodations must be pre-approved by authorizing parties. The Finance Department is responsible for coordinating all travel with the department's assigned P-card. If traveler personally secures a reservation or purchases a ticket for transportation, those allowable "out-of-pocket" expenses will only be reimbursed upon return from the trip.

### **6.1 Group and Gratuitous Transportation**

When two or more travelers are en route to the same destination, maximum use shall be made of special group travel discounts and joint use of the transportation including taxi cabs, City of South Fulton-owned or privately-owned vehicles. Travel with representatives of other government units is encouraged whenever possible. However, no traveler will be allowed either mileage or transportation expense reimbursement when they are gratuitously transported by another person or when transported by another traveler who is entitled to reimbursement.

When two or more travelers are attending the same conference or seminar within the State, efforts are to be made to share the transportation costs. If travelers attending the same conference are unable to carpool, a detailed explanation of circumstances should be provided with the travel request for approval by the City of South Fulton Manager.

### **6.2 Authorized TRAVEL Modes**

#### **6.2a. City of South Fulton-owned Vehicle**

Travelers are encouraged to utilize City of South Fulton-owned vehicles, when available, for travel within the State of Georgia with proper approvals.

The Department of Public Works should be contacted prior to traveling to determine vehicle pool availability.

A gasoline credit card issued by the City of South Fulton should be used for the purchase of gasoline when utilizing a City of South Fulton-owned vehicle for official City of South Fulton business. If one is not made available for use, the City of South Fulton will reimburse the actual expenses incurred for gasoline. The gasoline receipts must be included with the reconciliation voucher.

#### **6.2b. Private owned Vehicle (Mileage Reimbursement)**

When no City of South Fulton vehicle is available, this mode may be used if specifically authorized by the appropriate Department Head. Reimbursement for operation expense shall be limited to the mileage allowance (no additional reimbursement for fueling costs is allowed). Travelers utilizing their personal vehicles for an official City of South Fulton business trip will be reimbursed mileage according to the allowable mileage rate set by the IRS and published on its website as "Standard Mileage

~~Rates for 2017 is 53.5 cents~~). The City of South Fulton will distribute IRS mileage to Department heads and to FINANCE DEPARTMENT when rates are updated. Please see Attachment J for further guidance.

The traveler may use a published road atlas (Google Maps, MapQuest, etc.) or documentation of actual miles driven to calculate the distance between departure and destination points. If traveler is departing from his/her residence during regular working hours, any mileage more than normal commute mileage is allowable. If traveler's normal place of employment is a residence, or travel will be done on a holiday or weekend, the traveler

may use place of residence as the departure point to calculate travel. However, NO reimbursement shall be made for use of a personal vehicle in commuting from a traveler's home to his/her office.

When a personal vehicle is used primarily for the convenience of the traveler, in lieu of airfare, reimbursement will be limited to the cost of the lowest priced airfare between the nearest commercial airport serving the origin and destination points.

### **6.2c Rental Vehicle**

The use of rented motor vehicles is discouraged unless the rental of a vehicle would result in an overall reduction in the budget expenditure and cost less than other modes of transportation for a trip. Reimbursement expenses for a rental vehicle will not be authorized without prior approval by the Department Head and City Manager. If approved, the rented vehicle should be secured at the lowest practical cost and should be limited to mid-size or smaller. The request for a rental car should be submitted for approval on the initial travel and Training Expense Form.

If a rental vehicle is used for both business and non-business purposes, reimbursement to the City of South Fulton for the non-business portion will apply. A personal or a City of South Fulton owned vehicle should be used when traveling within the state of Georgia.

#### **1. Insurance**

The Collision Damage Waiver and any other pre-select insurance coverage offered by car rental companies should be declined if traveler carries personal auto insurance. If the traveler has no personal auto insurance, additional coverage(s) such as: Personal Accident Insurance and Personal Property Protection can be purchased as an option of the traveler as a reimbursable expense. Any traveler who has a traffic accident while operating a City of South Fulton vehicle or while operating their own vehicle on City of South Fulton business should follow the procedures set forth by Facilities and Transportation Services.

#### **2. Maximum Allowable Rental Days**

There is a ten (10) day maximum for the rental of vehicles within the state unless rented from a City of South Fulton authorized contract. There is no maximum limitation for the use of rental vehicles out of State. The rental agreement should be submitted with the Travel & Training Expense Form.

#### **3. Pre-Payment**

Reservation or pre-payment of ground transportation costs will be made with the T-card once the request has been approved by the City Manager or a designee.

### **6.2d Common Carrier (Air, Rail, and Bus)**

Traveler may utilize air, rail or bus when traveling for City of South Fulton business. Reimbursement for air, rail, or bus fare is limited to coach fare and must be substantiated by a receipt. If multiple carriers exist, quotes must be obtained from more than one (1) common carrier and documentation that the lowest fare available was used must be submitted on the trip sheet.

#### **1. Air Travel**

When traveling by commercial air, the passenger's portion of the airline ticket or the original transportation receipt must be submitted with the traveler's voucher. Boarding passes alone are not acceptable.

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All attempts shall be made by the travel arranger to secure airfare at the government rate when available. Currently, Delta Airlines offers a discounted government rate for both federal and local governments. However, the rate is not offered in every market and therefore, must be specifically requested via phone for each itinerary. If the discounted rate is not available for a trip, the travel arranger must notate that the request was made on the Air Fare Quote Form (Attachment G), include the form in the final travel package and proceed to arranging air travel that is limited to a nonrefundable "economy" or "coach" fare. This shall be the standard mode of travel for the City of South Fulton. travelers who require air travel must utilize the Finance Department to secure the lowest available airfare.

The selection of the air carrier should be based on the lowest airfare offered to fit the traveler's schedule. Attempts to solicit TRAVEL and fare information from various air carriers must be demonstrated (three quotes from different carriers with written documentation, website printouts, and/or fax from airline,

etc.) and submitted with TRAVEL request packet, proving that the carrier selected offered the most economical option. The three quotes should include the carrier with the lowest non-refundable rate and the carrier with the second lowest rate, in case the rate at the time of booking has increased for the chosen carrier. If there is more than a 25% increase in airfare between the time TRAVEL is initially approved and when the flight is booked, the higher fare shall require approval, in writing, from the Department Head prior to payment.

***a) Advance Purchase***

It is important that the traveler and the Finance Department expeditiously coordinate TRAVEL and training requests to take advantage of the lower airfares that are available 21-28 days in advance of TRAVEL. Tickets **must** be booked at least 14 – 21 days, to receive the lowest non-refundable rate available. Saturday night stay is allowable if it can be shown that the airfare provides a cost savings to the City of South Fulton, including the extra hotel and per diem costs. Tickets not purchased by the 14th day proceeding TRAVEL will require written approval from City of South Fulton Manager prior to purchase.

***b) Additional Passengers***

Additional passengers, such as spouse, friend or child's ticket may be booked with traveler's flight at the traveler's expense. traveler must present payment directly to airline or authorize FINANCE DEPARTMENT to provide traveler's personal credit card for payment to airline at time of booking for additional tickets. No other TRAVEL related costs for additional passengers, including baggage costs, will be covered using City of South Fulton funds.

***c) Baggage Fees/Lost Stolen Baggage***

The traveler will be reimbursed baggage charges for checking one piece of luggage and any excess when Traveling with heavy or bulky City of South Fulton business related materials or equipment. The City of South Fulton will not reimburse for extra baggage as a result of excessive personal belongings or gains while traveler was at travel destination.

The City of South Fulton will not reimburse the traveler for lost or damaged baggage while traveling on City of South Fulton business. The traveler must communicate and seek resolution directly with the airline carrier.

***d) Cancellations***

It is the traveler's responsibility to coordinate TRAVEL plans with the FINANCE DEPARTMENT. Any cancellations or rearranging should be communicated as soon as possible in case the airfare can be applied to future TRAVEL. Non-refundable airline tickets for a canceled trip are credited by the airline carrier and must be used by the traveler within the deadline established by the air

carrier. The traveler may be required to reimburse the City of South Fulton if the airline ticket is not used within one year of issuance.

Any remaining credit from tickets cancelled due to conference rescheduling will automatically be held over and used towards airfare for new conference date. **FINANCE DEPARTMENT shall NOT sell or transfer any tickets to traveler for personal use.** Such an act will be in violation of this Policy and may result in disciplinary action against traveler and FINANCE DEPARTMENT.

**2. Bus or Rail TRAVEL**

For transportation by bus, railroad, taxi, or other conveyance, the actual fare for standard seating will be reimbursed.

**6.3 Ground Transportation**

Ground transportation expenses include, but are not limited to costs for: rental cars, parking, tolls, public transportation, airport shuttles, limousine service, valets and taxicabs. Pre-approved rental cars and hotel parking fees may be eligible for payment on the departmental TRAVEL card with City of South Fulton Manager approval. All other ground transportation costs incurred while conducting official City of South Fulton TRAVEL in a City of South Fulton owned or personal vehicle in or out of state are ineligible for advances and are strictly reimbursable expenses.

Self-parking fees at the traveler’s hotel are eligible for pre-approval and inclusion in hotel payment via the T-card. The FINANCE DEPARTMENT is allowed to submit credit authorization for both hotel fees, applicable taxes and approved parking fees. All items should be included on the hotel folio receipt and provided in the reconciliation package. Tips should not be included as they are not allowable reimbursement costs.

Travelers may utilize airport parking and shuttle services. The City of South Fulton will reimburse parking fees only up to the Economy Rate and shuttle service fees will be reimbursed at actual costs with receipts. Tips for transportation services are included in each traveler’s Meal and Incidental Expenses rate and are not reimbursable expenses. Fees for limousine or car services, other than taxi cabs are not allowable for reimbursement.

**Receipts must be submitted during the reconciliation process to substantiate ground transportation expenses.** If receipts were not obtained, a letter must accompany the reconciliation voucher with the Department Head approval authenticating the expense.

**6.4 TRAVEL Incentive Programs**

travelers may not personally earn, receive or retain promotional items or benefits as a result of official City of South Fulton business related TRAVEL, including: frequent flyer miles, points, cash back or TRAVEL rewards. Any accrued points or rewards shall be deemed owned by the City of South Fulton and will not be awarded to any specific traveler. If otherwise forfeited by non-use, the City of South Fulton may assess departmental accumulation of TRAVEL reward points and redistribute earnings back to the department to be used to offset the costs of future City of South Fulton business TRAVEL accommodations.

**6.5 TRAVEL Advance Exemptions**

Requests for advance of ground transportation costs, not usually eligible for advance, may be allowed on a case by case basis with approval of the City of South Fulton Manager.

**SECTION 7: MEALS AND INCIDENTAL EXPENSES/REIMBURSABLE RATES**

**7.1 Meal Per Diems:** Only TRAVEL that is eligible for overnight stay entitles the traveler to receive a per diem amount for meals and incidental expenses (M&IE) at a rate consistent with IRS regulations for accountable reimbursement plans. The per diem amount is inclusive of taxes, gratuity and any additional costs associated with a meal. The term “incidentals” includes, but is not limited to expenses for—personal services (i.e. tips for porters, servers, baggage carriers, drivers, housekeeping, etc.).

Generally, travelers will not be provided the full per diem amount on the departure and return dates. The per diem for meals will be prorated based on the type of meal consumed while in official TRAVEL status. An example would be a traveler departing after 3:00 p.m. not being entitled to breakfast or lunch expense, but entitled to dinner expense.

The guidelines for determining a partial reimbursement or advance for meals are listed below:

TRAVEL time	Breakfast	Lunch	Dinner
12:00 a.m. – 11:00 a.m.	X		
11:00 a.m. – 3:00 p.m.		X	
3:00 p.m. – 11:59 p.m.			X

Meal allowances in extraordinary circumstances that do not meet these requirements may be reimbursed at the discretion of the City of South Fulton Manager. To facilitate review, work hours should be indicated on the TRAVEL voucher.

While early TRAVEL outside of normal work hours is allowed, it is at the traveler's option and is not mandatory.  
TRAVEL time outside normal work hours is not compensated time.

#### **7.1a TRAVEL within Metro-Atlanta Area**

Meal per diem is not allowable for a single day trip if traveling within the Metro-Atlanta Area, but is allowable if it is a part of the required registration fee for a conference or seminar. It is also allowable to a traveler who decides to return on the same night from a trip that qualifies for overnight accommodations.

If a conference, seminar or training requires TRAVEL for more than two (2) consecutive days and is within the Metro-Atlanta Area, but is at least 50 miles from traveler's normal workplace, the City of South Fulton Manager may approve overnight stay if accommodations and per diem are more cost effective than mileage reimbursement for total roundtrip TRAVEL.

#### **7.1b. Day Trips**

A traveler in TRAVEL status for day trips (outside of the Metro Atlanta Area) is allowed meal reimbursements based on the departure and arrival times of the trip. For non-overnight TRAVEL, an traveler may claim the unreceipted meal allowance up to the Federal maximum. The IRS considers all meals reimbursements not associated with overnight TRAVEL taxable.

#### **7.1c. Overnight TRAVEL**

Meal per diem allowance shall be based on the federal meal per diem rates found here: \$51.00. Documentation is required for transportation, lodging and other reimbursable expenses. To receive the full per diem it is necessary for travelers to be in overnight TRAVEL status and be eligible for both breakfast and dinner. All taxes and gratuities are included in the maximum allowances.

#### **7.1d. Conference /Convention Meals**

travelers shall not be provided per diem for meals included as part of a conference or convention registration fee paid by the City of South Fulton. travelers who elect to eat elsewhere shall do so at their own

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expense and no reimbursement will be allowed. Exceptions may be made for travelers with medical requirements or religious beliefs that prevent them from eating the meal provided as part of the conference. Such cases must be substantiated and approved. If approved, the traveler will be reimbursed in the same manner as all other meals.

Banquets not included in the registration fee will be paid at the stated rate, provided the meal is an integral part of the convention or conference (a banquet at which an industry/political leader(s) will be a special guest or keynote speaker and where there is special opportunity to promote City of South Fulton initiatives). In addition, the traveler will not be reimbursed for meals that are complimentary or provided by any other person or entity without charge. The meals and incidentals allowance shall be reduced by an amount comparable to the allowance rate for such meals.

#### **7.1e. Hotel Meals**

Continental breakfast included in the registration fee should not be considered a meal; therefore, the meal per diem is allowable. However, if the hotel provides a full hot breakfast, per diem is not allowed, as it is provided as part of the lodging fee paid by the City of South Fulton.

**7.1f. Airline Meals:** Meals or snacks served on airlines will not affect the daily meals and incidentals allowance.

#### **7.1h. Alcohol Allowances**

**Alcoholic beverages are never a reimbursable expense, NO EXCEPTIONS, whatsoever.**

### **7.2 Reimbursable Expenses/ Incidental Expenses**

#### **7.2a. Allowable Reimbursable Expenses**

It is the City of South Fulton's policy to reimburse travelers for all reasonable and necessary expenses incurred while conducting official City of South Fulton business. However, there are some expenses that will be considered personal in nature and will not be reimbursed.

Outlined below are the allowable types of expenses. The allowable expenses are reimbursable and receipts are required.

- Telephone reimbursement for City of South Fulton related business calls. Must indicate business purpose in order to claim reimbursement.
- Fax and postage expenses incurred relative to City of South Fulton business. Receipts are required with justification.
- Laundry expenses while away on City of South Fulton business for one (1) week or more.
- Parking and toll charges, in state or out of state.
- Baggage claim fees for business related materials or equipment and one piece of luggage.
- Reasonable internet café/hotel Wi-Fi service charges that are incurred to facilitate City of South Fulton business - essential to the continued operations of a department or office.

#### **7.2b. Non-Allowable Expenses**

- Personal long-distance phone calls
- Entertainment expense
- Laundry if TRAVEL is less than one (1) week
- Valet services
- Personal grooming
- Personal reading material
- Alcoholic beverages
- Direct expenses for the use of personal vehicle.
- Personal TRAVEL insurance
- Traffic fines and court costs
- Souvenirs from trip
- Movie rental

This list is not all-inclusive. The City of South Fulton Manager or Finance representative shall approve or disapprove all other expense reimbursements not clearly defined in the Policy.

#### **7.2c. Incidental Expenses**

Incidental expenses are fees and tips that are incurred for personal services during the normal course of business TRAVEL. Expenses in this category are covered by the Meal and Incidental Expenses (M&IE) per diem rate, established by the General Services Administration and do not require substantiation by receipts. Location-specific information for M&IE can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Outlined below are TRAVEL expenses included in the traveler's M&IE per diem rate.

- Tips for meal services
- Tips for airport baggage handlers and hotel porters
- Tips for hotel housekeeping
- Tips for transportation services

#### **7.2d. Extraordinary TRAVEL or Costs**

In instances of TRAVEL not covered by this policy, or where the actual necessary costs exceed the maximum reimbursement allowed and the TRAVEL is in the best interest of the City of South Fulton, the City of South Fulton Manager may approve reimbursement of actual cost beyond the maximums stated herein. However, the terms of reimbursement must be determined before the TRAVEL occurs or before the cost is incurred. The City of South Fulton Manager shall approve or disapprove all other expense reimbursements not clearly defined in the Policy or those which have been questioned.

#### **7.3. Traveler's Responsibilities for Meal Allowance**

- must claim the appropriate per diem rate according to the limitations established within this TRAVEL/Training Policy.
- does not have to submit receipts for meals.
- must indicate the correct departure and return date and time on the TRAVEL &

Training Expense report to substantiate the amount requested to be paid on their behalf.

may not claim alcoholic beverages as a reimbursable expense.

- must complete the TRAVEL/Training Expense Report accurately and timely for proper processing.

Requests for reimbursement made by individual traveler that are outside of normal processing utilizing T-card or M & IE must be submitted no later than 60 days after the date the expense was incurred. Failure to comply with this requirement may result in non-reimbursement of the request.

## **SECTION 8: TRAVEL/TRAINING ADVANCES AND RECONCILIATION**

The purpose of Purchasing card (p-card) is to minimize the financial burden of a traveler while traveling on behalf of the City of South Fulton. Travelers will also continue to receive a check issued by Finance for per diem (meals) as indicated on the approved TRAVEL & Training Expense Report form according to the stipulations established in this Policy.

By signing the TRAVEL/Training Expense Report, the traveler acknowledges compliance with City of South Fulton policy and certifies to the accuracy and propriety of all expenses and allowances listed are necessary in the performance of official City of South Fulton business. It is the responsibility of the traveler to reconcile within the required period upon returning from trip. By signing this form, the traveler—also authorizes the City of South Fulton to deduct, via payroll or other City of South Fulton payment, any monies owed from the traveler for unreconciled TRAVEL costs.

Cancellations or indefinite postponement for authorized TRAVEL/training must be communicated to the Finance Department. The FINANCE DEPARTMENT must ensure that any prepayments that can be rescinded are credited back to the TRAVEL card.

If a traveler does not receive proper approval before traveling, the traveler must wait until returning from trip before being reimbursed for any expenses that were incurred with proper City of South Fulton Manager/Deputy City of South Fulton Manager approval. The receipts and support documentation must be attached to the reconciliation voucher.

### **8.1 Payment Methods**

Cash, ACH or EFT payments are **STRICTLY PROHIBITED**, unless otherwise altered under a BOC approved modification in business practices.

### **8.2 TRAVEL/Training Reconciliation**

Travelers are required to reconcile TRAVEL and give completed package to the Finance Department within three (3) working days from the date of returning from TRAVEL. If the traveler fails to comply with the 3 working days requirement and submit a final accounting of TRAVEL expenses, the Payroll Department is authorized to collect the cash advancements from the traveler's pay. Monies due to City of South Fulton are required to be submitted within a ten-day period.

Receipts are required for hotel and all allowable expenses noted in Section 7.2a of the policy.

Credit card statements in lieu of the original receipt will not be accepted. Receipts must be marked paid or show a zero balance. Personal expenses must be paid by the traveler and cleared from the final bill at checkout.

The Finance Department shall at the end of each month, complete a report including outstanding TRAVEL reconciliations for their respective department and submit those names to the Accounts Payable Division of Finance. It is the FINANCE DEPARTMENT's responsibility to communicate each deficiency to the individual departmental traveler, which should include monies advanced on traveler's behalf (i.e. hotel, conference or seminar registration) and any other advances associated with the trip.

Accounts Payable will not directly contact travelers who have not submitted reconciliations, but will assist the FINANCE DEPARTMENT and TRAVEL with any discrepancies found in reconciling.



Reconciliation files that are not completely closed after 30 days from the return date of TRAVEL will be reviewed for payroll deduction. The Accounts Payable Division will submit the names of travelers with outstanding TRAVEL 30 days old to the Payroll Division of Finance to proceed with the payroll deduction for any amounts due to the City of South Fulton. The signature of the traveler on the TRAVEL/Training Expense Report gives authorization to deduct any monies due back to the City of South Fulton from the traveler's payroll check.

Payroll check deductions will be broken down into three installments; therefore, the amount due will be deducted over three payroll cycles. If the amounts due the City of South Fulton are under \$100, the total amount due will be deducted on one paycheck rather than over three paychecks.

Federal guidelines require that all requests for reimbursement be made in a timely manner. A timely manner as established by Fulton City of South Fulton is no later than 60 days after the date the expense was incurred. Failure to comply with this requirement will jeopardize the Fulton City of South Fulton's reimbursement plan status as an accountable plan and may result in the non-reimbursement of the request.

#### **8.2a Timetable Guide for Executing a TRAVEL and Training Request and Reconciliation**

### **SECTION 9 ADDITIONAL GUIDELINES OR EXCEPTIONS FOR THE OFFICES OF THE**

<b>TRAVEL/Training Request Action – Prior to TRAVEL</b>	<b># of business days to complete</b>
<b>Traveler</b> submits TRAVEL or training request to the Finance Department.	30 (before TRAVEL departure)
The <b>(FINANCE DEPARTMENT)</b> reviews request and submits for approval to Department Head.	2
The <b>Department Head</b> reviews the TRAVEL and training requests, either approves or rejects the request and returns to the FINANCE DEPARTMENT for processing or returns denials to traveler with no further action necessary.	5
The <b>FINANCE DEPARTMENT</b> forwards the approved package to the City of South Fulton Manager's Office for final approval.	2
The <b>City of South Fulton Manager's Office</b> forwards all approved training requests or notifies the FINANCE DEPARTMENT of rejected TRAVEL requests.	7
The <b>FINANCE DEPARTMENT</b> processes approved TRAVEL and training requests (i.e. pays registration fees, secures transportation and lodging and reserves ground transportation, if needed).  *To provide the greatest cost benefit to the City of South Fulton, airline tickets should be purchased at least 21-28 in advance of TRAVEL.	5
<b>TRAVEL/Training Reconciliation – Upon return from TRAVEL</b>	
<b>Traveler</b> completes reconciliation for the trip by gathering receipts and other supporting documentation and calculating amount advanced and amount to be reimbursed on the TRAVEL/Training Expense form and submits to Finance Department.	3
The <b>FINANCE DEPARTMENT</b> reviews reconciliation package submitted by traveler for accuracy, verifies actual costs and reimbursement amounts and ensures all supporting documentation is attached. Once certified, FINANCE DEPARTMENT forwards completed reconciliations to Finance.	5

<b>Finance</b> completes final review of reconciliation package to verify actual costs and reimbursement amount and processes a check for any amount due from the City of South Fulton to the traveler.	30 - 45 days
On the last business day of each month, the <b>FINANCE DEPARTMENT</b> submits to Finance a comprehensive list of names of travelers with outstanding TRAVEL reconciliations.	30 days
<b>Finance</b> forwards to Payroll a list of names of travelers with unreconciled TRAVEL over (30) days past the return date from TRAVEL. The Payroll Division of Finance ensures a TRAVEL/Training Advance form is on file before withholding funds that are due from the traveler to the City of South Fulton and begins process for payroll deduction.	15

### **9.1 Extradition TRAVEL**

City of South Fulton Police Department is subject to all conditions set forth in this City of South Fulton TRAVEL/Training Policy, except in cases where the nature of its TRAVEL precludes adherence to certain procedures within. These additional guidelines or exceptions are herein outlined.

#### **9.1a. Emergency Extradition TRAVEL**

Extradition TRAVEL requested less than three (3) days before TRAVEL will be considered as Emergency TRAVEL and allowed with proper approval from the Department Head. Requests for extradition TRAVEL should have signatory approval of both the Police Chief and District Attorney's Offices. Costs for extradition will be equally (50/50) shared between both offices. The Finance Department will be responsible for reviewing and/or completing the TRAVEL package and making TRAVEL arrangements. A payment voucher should be executed by both departments for per diem and approved TRAVEL allowance **ONLY** All other items should be paid in advance via the T-card.

#### **9.1b. Payment of TRAVEL Advance**

The Police Department and the Office of the District Attorney will each be assigned a T-card solely for Extradition TRAVEL (separate from the T-card assigned for all other TRAVEL). This card should be used to secure pre-payment eligible items (transportation and lodging). travelers must adhere to the federal per diem allowance rates for lodging, meals and incidental expenses found here ([www.gsa.gov](http://www.gsa.gov)). When requesting TRAVEL allowance or per diem, a joint payment voucher must be executed by both the Police Chief and District Attorney's Offices and submitted to Accounts Payable (Finance) for processing. traveler will be contacted by (Finance) when cash advance is available for retrieval. Signature of each traveler or the Finance Department is required for the release of funds.

#### **9.1c. Reconciliation**

Reconciliation of Extradition TRAVEL shall follow the same provisions set forth within this TRAVEL/Training Policy. T-card reconciliation will follow the same process and procedures as the City of South Fulton TRAVEL Card (See Section 8). A copy of the completed reconciliation package should be provided to the Finance Department for record keeping.

## **SECTION 10**

### **ADDITIONAL GUIDELINES OR EXCEPTIONS FOR THE OFFICES OF THE CITY OF SOUTH FULTON ATTORNEY**

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#### **10.1 Witness Fees and TRAVEL Expenses**

The Offices of the City of South Fulton Attorney, Public Defender and Solicitor General are authorized by O.C.G.A § 24-13-25 - Witness fees - to tender payments for witness/victim's travel expenses to court from a location in or out of state that requires payment for witness mode of travel.

Travel expenditures for witnesses are governed by all provisions outlined in this City of South Fulton Travel & Training Policy **xxxx** and in accordance with federal lodging rates. Travel expenses for witnesses shall be covered for the duration of their testimony. The District Attorney shall maintain a separate Witness Travel Account (Witness Fees - object codes **xxxx** for expenses related to witnesses/victims.

#### **10.2 Payment of Witness Fees and Expenses**

Payments in these categories may be issued directly to victims/witnesses for any fees incurred for appearing in court of law and providing testimony. travel expenses for lodging and transportation are paid by the Finance Department directly to vendors. In some instances, the witnesses/victims will receive mileage reimbursement.

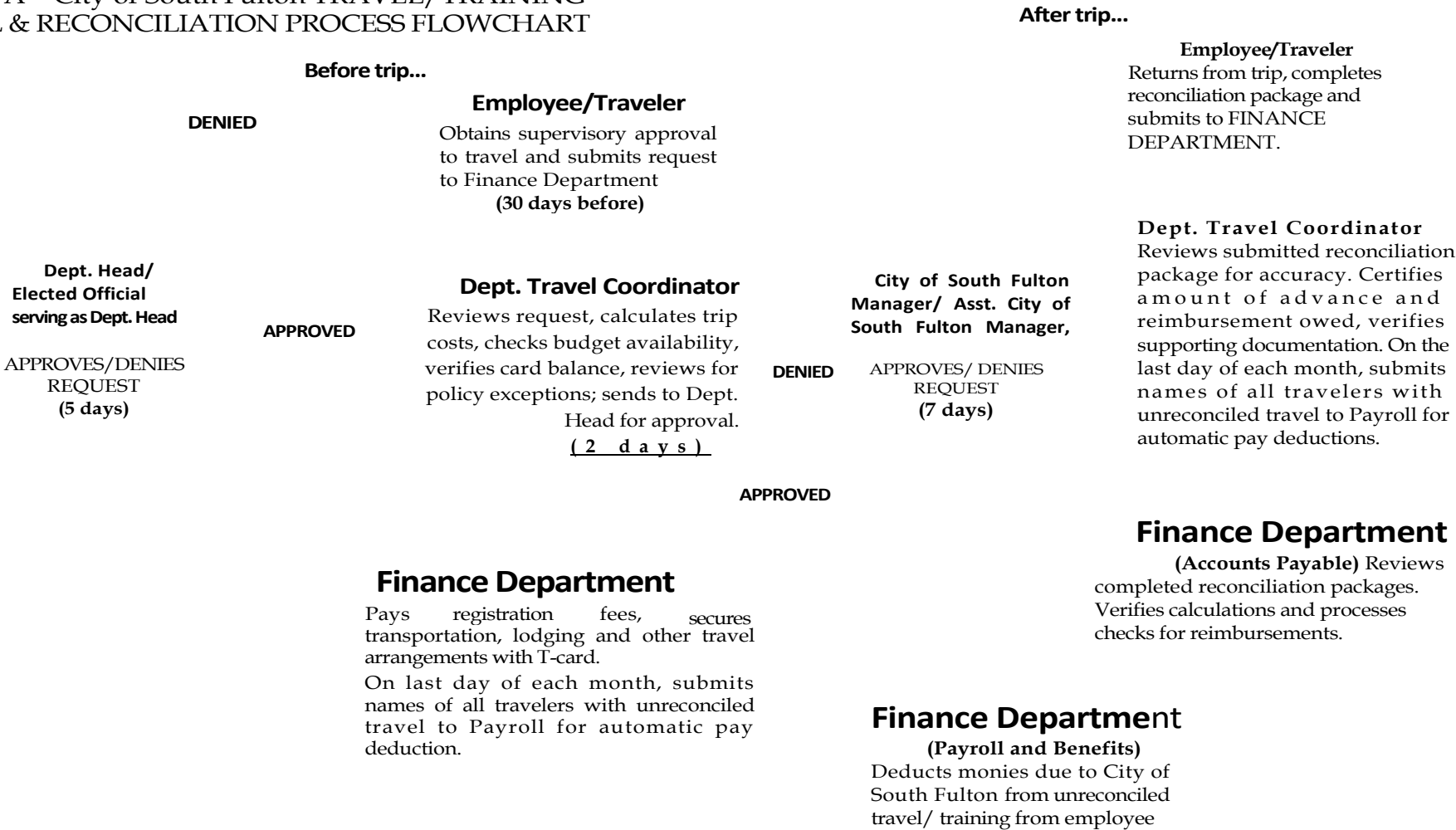
## SECTION 11 ADDITIONAL GUIDELINES FOR GRANT FUNDED TRAVEL

Travel is generally an allowable cost if required for the governmental operations funded by a grant. *Cost Principles for State, Local, and Indian Tribal Governments* (2 CFR Part 225) developed by the Office of Management and Budget further outlines federal policy for Grants administration and accounting and provides more specific guidelines on training and travel expenditures:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105a87.pdf>.

On a case-by-case basis, travel costs may be restricted or excluded from specific grants. More specific instructions for utilizing grant funds for travel can be found in the “Cooperative Agreement - Special Conditions” provided with each grant award. Restrictions on travel are generally noted. For instances where City of South Fulton policy and an individual grant’s conditions for training or travel differ, the traveler shall abide by the terms and conditions of the grant.

Attachment A – City of South Fulton TRAVEL/TRAINING  
APPROVAL & RECONCILIATION PROCESS FLOWCHART



Date:

### TRAVEL/TRAINING ADVANCE AGREEMENT

I, \_\_\_\_\_, have requested an advance of \$ \_\_\_\_\_ to attend a seminar / conference on behalf of City of South Fulton. I do solemnly promise to reconcile my travel advance and submit the necessary receipts with 3 days of returning from my trip as set forth in Fulton City of South Fulton Policy 2017 **xxxx**.

I do understand that if I do not account for my expenses as required by City of South Fulton Policy 200-10 within 3 days of my return or if I fail to return any excess reimbursement within 30 days of my return, any advance payments or reimbursements as previously paid to me or on my behalf by City of South Fulton may be deducted from my pay. Accordingly, I hereby authorize City of South Fulton to deduct from any money due me from City of South Fulton any such amounts found to be

I swear that the above statement is true and hold this agreement as binding.

Traveler/Employee Signature: \_\_\_\_\_ Employee ID # \_\_\_\_\_ Date:

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Department head or elected official responsible for ensuring that the traveler complies with the terms set forth in this agreement for any advanced monies

Finance Department Signature: \_\_\_\_\_ Date:

<b>CITY OF SOUTH FULTON TRAVEL AND TRAINING CERTIFICATION FORM</b>
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I hereby certify that the requested training is essential for the performance of my duties and necessary to maintain any certification or license that is required as a minimum qualification of my position as identified below or is travel for professional development or information gathering that is related to my professional role within the City of South Fulton and will benefit the City of South Fulton and its provision of services. I further certify that if this request is for outside the Atlanta metro area or outside of the State of Georgia, that after diligent search, I have determined that the travel or training I have requested is not available in the Atlanta metro, offered as an on-line course, nor, in the State of Georgia.

By signing this agreement, I am also attesting that I have demonstrated economic prudence in the selection of all travel accommodations and have taking advantage of all cost savings opportunities available for my travel itinerary.

If this request is for training, please complete the following:

Specific requirement: \_\_\_\_\_

Certification or Licensure Requirement: \_\_\_\_\_

I also understand that within ten (10) business days of my return, a written report detailing the content of the training, conference or seminar and how the program will impact and/or enhance my work for City of South Fulton is to be submitted to my Department head, copied to the Human Resources Division and a copy shall be placed with my completed travel reconciliation.

☐ I further certify that this travel/training is grant funded and reserved by the grant.

traveler/Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Department Head \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF SOUTH FULTON GEORGIA  
TRAVEL/ IN-SERVICE TRAINING EXPENSE FORM**

Name		Employee ID	
Department		E-mail	
Destination		Conference Dates	
Departure Date/Time		Return Date/Time	

Expenses	Details	Total Expenses	Amount Advance	Reconciliation of Expenses
<b>Registration Fee</b>				
Payee Name	Does the fee include any meals? Yes No If so, circle all meals included: Breakfast Brunch Lunch Dinner	\$	\$	\$
<b>Transportation Expenses</b>				
	Air Personal Car Rental car City of South Fulton Car Other			
Mileage	Personal/Rental Car – Calculate mileage using this formula: (Total miles x IRS Standard Mileage Rate)	\$	\$	\$
Gasoline	City of South Fulton Car – Reimbursement based on actual receipted costs for gasoline.	\$	\$	\$
<b>Lodging Expenses</b>				
Hotel	Hotel _____ Conference host hotel? Yes No Name _____ night \$ _____ (excluding taxes) Rate <u>www.gsa.gov</u> <i>Go on Per Diem Rates and enter your destination city amount to determine the</i> <i>and click Rates diem rate. Use that lodging.</i> <i>to get the location specific per maximum amount</i>	\$	\$	\$
<b>M&amp;IE</b>				
Per Diem (M&IE)	Full days _____ Part _____ days <i>Go to <u>www.gsa.gov</u> on Per Diem Rates and enter your destination diem rate. Use that amount to determine meals and</i>	\$	\$	\$
Conference meals not included in registration fee. (Requires City of South Fulton Manager approval for policy exception).		\$	\$	\$
Other allowable reimbursable expenses (requires receipts)	(Use additional rows if necessary)	\$	\$	\$
<b>Subtotal</b>		\$	\$	\$
<b>Less amount advanced by City of South Fulton</b>				\$
<b>Total amount owed to traveler</b>				\$
<b>Total amount owed to City of South Fulton</b>				\$

<b>Authorization of Request (Department Head)</b>	<b>Date</b>
<b>Authorization of Funds (City of South Fulton Manager)</b>	<b>Date</b>
<b>Reconciled By (traveler)</b>	<b>Date</b>
<b>Audited (Finance Department)</b>	<b>Date</b>

PLEASE ATTACH RECEIPTS AND CONFERENCE BROCHURE. SEE CITY OF SOUTH FULTON POLICY AND PROCEDURE





## CITY OF SOUTH FULTON TRAVEL AND TRAINING REQUEST

Approval for Meeting, Training, TRAVEL  
Expenses Attach to completed TRAVEL

SECTION I. (REQUESTOR TO COMPLETE)				Date:	
Name (please print)		Title		Department	
Funding line:	Total Program TRAVEL Budget:	Total Program Training Budget	Total requested for the present TRAVEL/training:	Remaining Balance (if approved):	
	\$	\$	\$	\$	
I am requesting to:					
Attend at:		Meeting		Training	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Make a Presentation:		Date (s)			
Training will be paid by:		City of South Fulton		Grant/State	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Funder		Self			
<input type="checkbox"/>		<input type="checkbox"/>			
Location of meeting / training / conference: (city/state)					
Title of Conference: (Attach copy of meeting / training / conference announcement)					
Brief description of meeting / training / conference and what is the BENEFIT to the Department and/or City of South Fulton.					
<b>X</b>					
(Signature of requestor)					
I understand I am required to complete a written evaluation of this meeting/training and may be asked to present an in-service.					
I am requesting approval for the payment of the following expenses:					
Personal Vehicle Use	\$	*(Calculate number of miles x IRS Standard Mileage Rate)			
City of South Fulton Vehicle Use	\$	Reimbursement on actual receipted fuel expenses			
Airfare	\$				
Lodging	\$				
Registration	\$				
Meals & Incidentals (per diem)	\$				
<b>TOTAL</b>					
\$					
<b>SECTION II: (SUPERVISOR TO COMPLETE) check applicable criteria</b>					
<input type="checkbox"/>	Licensure/Certification (Mandated to meet job requirements)	Approval for Training/Meeting/Conference			
<input type="checkbox"/>	Updating Current Skills	Professional Leave	Approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	
<input type="checkbox"/>	Maintaining Current Skills	Funds	Approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	
<input type="checkbox"/>	Professional Enhancement	Reason for Disapproval:			
<input type="checkbox"/>	Other (Provide explanation)				
How many training credit hours will be received from course? _____					
<b>X</b>					
(Signature of Supervisor)				Date	
<b>SECTION III: (DIRECTOR'S/DEPARTMENT HEAD'S OFFICE TO COMPLETE)</b>					
Approved <input type="checkbox"/> (Pending availability of funds)	<b>X</b>				
Disapproved <input type="checkbox"/>	(Signature of Appointing Authority)			Date	
<b>SECTION IV: (FISCAL REVIEW)</b>					
Funds available:	Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Signature of Finance Department			Date		

- City of South Fulton will issue this form to all City of South travelers traveling on official business upon receipt of TRAVEL check.
- The City of South Fulton traveler will complete the information on the form and provide to the lodging establishment at time of registration.
- During registration or upon departure request that the lodging establishment provide you with the percentage rate or amount that will be exempted from your bill. This will allow us to determine the cost savings to the City of South Fulton.
- Carefully review your bill when checking out to assure that hotel/motel tax was not charged.
- Upon returning from your business TRAVEL, reconcile with the Finance Department within eight days and indicate the percentage or amount saved on tax.
- Form applies to TRAVEL within the state of Georgia. No guarantee that other states will honor.
- **For Official use for the City of South Fulton Business Only.**

**AIRFARE QUOTES FORM****QUOTE 1**

Voucher no. \_\_\_\_\_

travelers Name \_\_\_\_\_ Department \_\_\_\_\_

Airline Carrier \_\_\_\_\_ Departure City/Destination City \_\_\_\_\_ / \_\_\_\_\_

Does the carrier offer a government rate for local government travelers? ☐ Yes ☐ No

Is this a third-party quote or directly from the carrier? Yes or No. If yes, provide website. \_\_\_\_\_

Flight Option #1		Flight #	Departure Time	Arrival Time	Is this a non-stop flight?	Is this roundtrip?	Is this ticket refundable?
	Leave				Yes No		
	Return				Yes No		

Date of first contact: \_\_\_\_\_

Actual Booking Date: \_\_\_\_\_

If you are booking this flight later, is the fare the same? Yes ☐ No ☐

Price Quoted: \_\_\_\_\_

If not, has the fare increased by 25% or more? (Secondary Department Head ☐ approval ☐ is required for increases of 25% or more).

Is this the lowest fare of the day? Yes ☐ No ☐

Final Cost \$ \_\_\_\_

**QUOTE 2**

Voucher no. \_\_\_\_\_

Name \_\_\_\_\_ Department \_\_\_\_\_

Airline Carrier \_\_\_\_\_ Departure City/Destination City \_\_\_\_\_ / \_\_\_\_\_

Does the carrier offer a government rate for local government travelers? Yes ☐ No ☐

Is this a third-party quote or directly from the carrier? Yes or No. If yes, provide website? \_\_\_\_\_

Flight Option #2		Flight #	Departure Time	Arrival Time	Is this a non-stop flight?	Is this roundtrip?	Is this ticket refundable?
	Leave				Yes No		
	Return				Yes No		

Date of initial quote: \_\_\_\_\_

Actual Booking Date: \_\_\_\_\_

If you are booking this flight later, is the fare the same? Yes ☐ No ☐

Price Quoted: \_\_\_\_\_

If not, has the fare increased by 25% or more? ☐ ☐

(Secondary Department Head approval is required for increases of 25% or more). Yes ☐ No ☐

Is this the lowest fare of the day? Yes ☐ No ☐

Final Cost: \$ \_\_\_\_

**QUOTE 3**

Voucher no. \_\_\_\_\_

Travelers Name \_\_\_\_\_ Department \_\_\_\_\_

Airline Carrier \_\_\_\_\_ Departure City/Destination City \_\_\_\_\_/

Does the carrier offer a government rate for local government travelers? Yes No

Is this a third-party quote or directly from the carrier? Yes or No. If yes, provide website? \_\_\_\_\_

Flight Option #3		Flight #	Departure Time	Arrival Time	Is this a non-stop flight?	Is this roundtrip?	Is this ticket refundable?
	Leave				Yes No		
	Return				Yes No		

Date of initial quote:

Actual Booking Date: \_\_\_\_\_

If you are booking this flight later, is the fare the same? Yes No

Price Quoted: \_\_\_\_\_

If not, has the fare increased by 25% or more? (Secondary Department Head approval is required for increases of 25% or more) Yes No

☐ Yes ☐ No

Is this the lowest fare of the day? Yes ☐ No ☐Final Cost: \$ ☐ ☐

Was secondary approval from the Department Head required for this booking due to a rate increase? Yes, No If so, please obtain written proof in the form of an email or letter, substantiating approval, and retain with TRAVEL package.

☐

## TRAVEL & Training Planning Checklist

Did you check with the City of South Fulton Training and Organizational Development Division of Human Resources to ensure the City of South Fulton does not provide training in-house comparable to the training for which you are seeking TRAVEL?			
Can you certify that this training is not available on-line, in the Metro Atlanta area, or in the State of Georgia?			
Have you ensured there is proper budget authority for this TRAVEL			
Have you received approval from your supervisor to TRAVEL?			
Is it 45 days prior to your date of departure?			
Have you filled out and signed the proper TRAVEL forms and submitted them to your Finance Department:	TRAVEL Request Form TRAVEL & Training Expense Form TRAVEL & Training Advance Agreement TRAVEL & Training Certification Form Hotel/Motel Tax Exemption Form	TRAVEL Request Form TRAVEL & Training Expense Form TRAVEL Advance Agreement TRAVEL & Training Certification Form Hotel/Motel Tax Exemption Form	TRAVEL Request Form TRAVEL & Training Expense Form TRAVEL Advance Agreement TRAVEL & Training Certification Form Hotel/Motel Tax Exemption Form
Has the Department Head and the City of South Fulton Manager signed off on the TRAVEL Request Form?			
Have you provided proper supporting documentation and calculated total costs for all pre-payment items (i.e. lodging rate, transportation quotes conference itinerary/agenda, etc.) and attached them to the TRAVEL packet?			
Have you confirmed if a government rate is offered for airline and hotel selection?			
Does your TRAVEL Request Form include your estimated departure and return times?			

Have you accurately calculated the per diem allowed for the trip?			
<p>Does your TRAVEL request require any exceptions to the TRAVEL policy? If so, have you received approval from the Department Head and the City of South Fulton Manager for the exception?</p> <p><b>Reconciliation Checklist Items</b></p> <p>Is it within three (3) days of returning from your trip?</p>	<b>Yes</b>	<b>No</b>	<b>Not Required</b>
Have you gathered all the <b>ORIGINAL</b> receipts, received signature approvals on each receipt by Department Head, and mounted them in date order for all the items for which you are seeking reimbursement? If no receipt is available, have you provided a letter of explanation to justify expenditures?			
Do the receipts show that all personal expenses have been paid and cleared from final bills?			
Have you reconciled all advances with actual expenditures and determined that claims for reimbursements are only for allowed expenses within reimbursement rates? Do the actual expenditures and advance net a 0 balance?			
Have you completed the “Reconciliation of Expenses” portion the original TRAVEL/Training Expense Form?			
Have you verified that no non-reimbursable items have been included in your request?			
Have you provided the entire reconciliation package to the Finance Department for review and further processing?			
Have you completed the mandatory written report detailing the training you received and its benefit to your work at Fulton City of South Fulton and provided it to your FINANCE DEPARTMENT?			

**CITY OF SOUTH FULTON  
PURCHASING CARDHOLDER AGREEMENT**

I \_\_\_\_\_, agree to the following regarding my use of the Fulton City of South Fulton Purchasing Card

I understand that under no circumstances will I use the Purchasing Card to make personal or non-work-related purchases, either for myself or for others. A personal or non-work-related purchase with the intent to reimburse the City of South Fulton is unacceptable and shall be considered a fraudulent purchase.

I understand that I will not request or receive cash from suppliers because of exchanges or returns.

I understand that I am the only individual authorized to use the Purchasing Card assigned to me. It is not transferable to any other individual.

I understand that City of South Fulton can terminate my right to use the Purchasing Card at any time for any reason. I agree to return the card to my Department Administrator immediately upon request from Finance Department upon my transfer to another department or upon my termination of employment.

I will follow the established procedures for using the Purchasing Card. Failure to do so may result in either revocation of my user privileges or other possible disciplinary actions, up to and including termination of employment and prosecution.

I have reviewed the Purchasing Card User Manual and understand the procedures and requirements for using the Purchasing Card. I understand that I can only use the Purchasing Card for those goods and services listed within the “Allowable Object Code” section of the Purchasing Card Manual.

I agree that should I willfully violate the terms of this Agreement and use the Purchasing Card for personal gain or improper purchases I will surrender my Purchasing Card and reimburse City of South Fulton for all incurred charges and any fees related to the collection of those charges.

Cardholder Name (Print) \_\_\_\_\_

\_\_\_\_\_ Card Account Number

Cardholder Signature \_\_\_\_\_

\_\_\_\_\_ Program Administrator Signature

\_\_\_\_\_ Date

Department



## **AUTOMOBILE ALLOWANCE / MILEAGE REIMBURSEMENT**

**Statement of Policy:** In order to provide reimbursement for the use of privately owned vehicles for essential official City of South Fulton business, department heads may recommend appropriate vehicular allowances for incumbents of pertinent positions. These allowances are of two types:

- A. Rate per mile as established by the IRS Standard Mileage Rate and determined by action of the City Council, or
- B. A flat monthly rate as authorized by the City Council for each position

Each recommendation must be concurred by the City of South Fulton Manager and approved by the City of South Fulton Commissioners. In as much as authorization by the City of South Fulton Commissioners constitutes approval for the allowances of a specific position only, the allowance may be transferred from one incumbent to a successor in the same position. However, authorization for the allowance to be transferred from one position to another requires Commission approval.

### **Business/Local Mileage versus Travel Mileage Reimbursement**

Procedures for TRAVEL outside the Metro Atlanta area or training (meets licensure/certification requirement) differ from reimbursement for *business* or *local mileage*, which occurs in the performance of an employee's routine job duties. Included in this category of mileage reimbursement is TRAVEL for business meetings, conferences, or other professional events (excluding training) that are held within Metro Atlanta and allowable under this policy.

Mileage reimbursement for other TRAVEL related to conferences, seminars or training, outside of the Metro Atlanta area, must be requested in accordance with the guidelines established in the TRAVEL in *Private Owned Vehicle (Mileage Reimbursement)*, Section 6.2(b) and Attachment J of this policy.

**Applicability:** Members of the City Council shall be ineligible for mileage reimbursement for TRAVEL within City of South Fulton.

### **Ordinary Home to Work TRAVEL (Commuting Miles)**

Commuting expenses incurred in traveling between a traveler's residence and City of South Fulton office or for mileage/expenses incurred in any other TRAVEL of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (commuting to the office and back), the difference between mileage incurred that day and commuting mileage is reimbursable. Round-trip mileage between a traveler's residence and primary work location is a personal commuting expense and is not eligible for TRAVEL reimbursement.

### **Examples of potential allowable reimbursable mileage:**

- A traveler drives directly from his/her residence to attend a business meeting, conference or seminar or a temporary work location within the Atlanta Metro Area more than their daily roundtrip commute.
- A traveler drives from a primary to an alternate work location work station.
- A traveler drives from his/her residence to primary or temporary work location on the weekend to conduct City of South Fulton business outside of their normal work hours.

**Example 1):** A traveler's residence is in Alpharetta and their primary work location is in Atlanta at the City of South Fulton Government Center. The traveler's normal commute mileage is 68 miles roundtrip (RT).

- a. A traveler leaves in the morning from his/her residence to represent the City of South Fulton at a health fair in College Park and then returns to his/her residence. The total distance travelled to the health fair is 60 miles RT. The traveler's total (business) miles (68) are equal to the normal round-trip commute miles (68), so there is **no reimbursement** for business mileage for this trip.
- b. A traveler leaves in the morning from his/her residence to attend a meeting in Doraville, which is 50 miles away, and returns to his/her residence afterwards. The total distance Traveled is 100 miles RT. The traveler's reimbursable business mileage is 32 miles (100 miles traveled, less 68 miles normal commute mileage = 32 business miles).

The normal commute miles must always be subtracted when a traveler TRAVELS from their residence to a meeting or temporary work location. If the total miles Travelled exceed the traveler's round trip commute miles, the miles in excess of his/her normal commute is eligible for reimbursement. If a traveler's normal daily commute is equal to or greater than the business mileage, the trip is not eligible for mileage reimbursement.

**Example 2):** A traveler's normal daily commute is 60 miles roundtrip and the traveler traveled from his/her residence to the City of South Fulton Government Center (primary work location) in the morning. That afternoon, he/she traveled to another City of South Fulton facility for a meeting, which is 44 miles from the traveler's primary work location. The TRAVELer then returned to his/her residence from that meeting, which was 54 miles. The traveler's business miles traveled are 68 miles (128 total miles less 60 miles normal RT commute mileage = 68 business miles). Only the 68 business miles can be claimed for reimbursement.

**Example 3):** A traveler's normal commute mileage is 15 miles one way. traveler leaves from home on Saturday and drives to the City of South Fulton Service Center outside of his/her normal work schedule and returns to his/her residence later that evening. The traveler's total reimbursable business TRAVEL is 30 miles. If TRAVEL occurs on a weekend or holiday and is outside of the normal work schedule, mileage is calculated from the point of departure with no reduction for normal commuting miles.

**Example 4)** A traveler leaves their primary work location in the evening and goes home. Once home, his/her supervisor calls and needs the traveler to go to a customer site for an emergency work assignment, then return home; a total roundtrip of 35 miles. The traveler can claim the 35 miles as mileage reimbursement for the second trip and is not required to deduct normal commuting miles.

**Allowable Exceptions (Requires City of South Fulton Manager approval)**

Under normal circumstances, commuting miles is not reimbursable and is a personal expense. However, if a business trip originating from the traveler's residence is greater than the distance from the traveler's residence to the City of South Fulton department, the department head may elect to reimburse the traveler for the difference.

**Automobile Allowance/ Mileage Reimbursement Procedures:**

A. When a department head determines that the incumbent of a position must engage in essential and frequent TRAVEL within the City of South Fulton, the department head may request that the incumbent of the position be authorized reimbursement for the use of his own private vehicle. After evaluation of the extent and frequency of the required TRAVEL the department head will determine the appropriate type of reimbursement; that is, rate per mile or flat monthly mileage allowance. Additionally, if the TRAVEL requirement is for other than a permanent basis, the recommendation will indicate the period during which the reimbursement is desired. The request for reimbursement, fully supported, will be submitted to the City of South Fulton Manager for approval.

B. City of South Fulton Manager:

1. Reviews the departmental request for reimbursement.
2. Submits the departmental request with his own recommendations to the City Council for consideration.
3. Advises department head as to City Council action.

C. Implementation When Flat Monthly Mileage Allowance is Authorized:

1. Department head will ensure that mileage allowance is established on the payroll system for each authorized incumbent.
2. The allowance is paid biweekly on the normal payroll check.
3. The allowance is not payable:
  - a. If any employee is off duty for a full month.
  - b. When any employee is on leave immediately prior to retirement or separation.
- c. The allowance is payable on a pro-rata basis when any City of South Fulton employee is on duty for any part of the month.

D. When Rate Per Mile is Authorized:

1. Daily business mileage driven by employees more than their normal daily round-trip commute mileage, which is defined as mileage between their home and normal place of work.
2. The amount of mileage claimed by an employee shall be limited to not more than 1,000 miles per month. Authorization for mileage more than 1,000 miles in a single month shall be requested by the department head. Such request shall be sent in writing to the Director of Finance.
3. Elected and non-elected Department heads should ensure that adequate planning of trips is done so that sharing of vehicles on City of South Fulton business in the same area reduces mileage claims.
4. For routine deliveries, departments are encouraged to make use of motor pool vehicles rather than using the employee's vehicle and thereby increasing mileage reimbursement.

5. Employees including department heads who are assigned a City of South Fulton vehicle and such vehicle subsequently becomes immobile for any reason shall be required to furnish their own substitute vehicle and the City of South Fulton shall reimburse the employee at the current rate on a mileage basis in accordance with this procedure. Department heads should furnish a memorandum of explanation to the Director of Finance together with the document outlined below for payment to be made to the individual.
6. Department heads will forward to the Finance Department by the third working day of the month all monthly automobile mileage reports prepared by Human Resources authorized the rate per mile vehicle allowance. Department heads are responsible to ensure that these reports are checked for accuracy and completeness, as well as agreement with the employee's attendance record. No City of South Fulton mileage will be reported on holidays or weekends unless explanation accompanies the report form for mileage allowance.
7. Mileage reports are subject to audit by the Finance Department and/or the Division of Internal Audit.
8. Checks for rate per mile, received by the Finance Department on the third working day of the month will be mailed to the employees address in the City of South Fulton's vendor system. The Finance Department will attempt to process any requests within 15 working days. Address changes must be submitted to the TRAVEL Department in a timely manner to prevent delays in the delivery of the check by the post office.

## **AUTOMOBILE MILEAGE REPORT**

**Departmental Sponsor:** Finance Department

**Policy Review Date:** June 20, 2020

**References:**

**Departments Affected:** All City of South Fulton personnel, including elected officials.



# DIVIDER SHEET



## **SUBJECT: CITY OF SOUTH FULTON OBSERVED HOLIDAYS**

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In general, it shall be the policy of the City of South Fulton to officially close, when possible, all offices on each of the following paid holidays during each year:

<b>HOLIDAY</b>	<b>TYPICAL DATE OBSERVED</b>
New Year's Day	January 1
Dr. Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31





# DIVIDER SHEET

# CITY OF SOUTH FULTON GEORGIA



## **GUIDEBOOK**

### PERSONNEL POLICIES AND PROCEDURES

GUIDEBOOK  
PERSONNEL POLICIES AND REGULATIONS

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# CITY OF SOUTH FULTON GUIDEBOOK



**300 SERIES**

## **PERSONNEL POLICY**

### **SUBJECT: APPEALS**

DATE: January 1, 2017

Number: 300-16

---

#### **I. Statement of Policy**

The purpose of this policy is to achieve, codify and implement the provisions and intent of the Civil Service Act of 1982, as amended. This policy is effective upon its approval by the City Manager and City of South Fulton Mayor and Councils and shall have the force and effect of law, as delegated to City of South Fulton by the Georgia State Legislature in the City of South Fulton Civil Service Act (the "Civil Service Act").

This policy governs personnel administration, transactions and procedures within City of South Fulton concerning disciplinary actions taken for cause against classified employees as described in the Civil Service Act, as amended. The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

#### **II. Applicability**

Any permanent City of South Fulton Classified employee who has been dismissed, suspended, demoted, or otherwise disciplined for cause, whereby the employee suffers any loss in salary, grade, or classification, shall have the right to appeal such action to the Hearing Officer. The grounds for appeal to the Hearing Officer shall be limited to those cases wherein the employee alleges that the action taken was prohibited by applicable law and may include those cases wherein personal, political, religious reasons are alleged.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

Only permanent employees in the Classified Service are entitled to appeal to the Hearing Officer. A "permanent employee" is an employee whose retention in the service has been confirmed by the Appointing Authority and the Human Resources Director, upon completion of his/her probationary period of employment with City of South Fulton.

A permanent employee who may be serving in a higher class, either temporarily or by reason of a probationary appointment, shall not have the right to appeal any actions taken with respect to the temporary or probationary appointment until such time they have reached permanent classified status in the position.

### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: APPEALS**

DATE: January 1, 2017

Number: 300-16

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#### **I. Format.**

An employee can initiate an appeal by filing an appeal form with the Department of human resources in writing at any time within ten (10) business days from the date of being notified of the disciplinary action. Appeal forms not filed with the Department of human resources within ten (10) business days will be deemed untimely and the right to appeal will be waived. The Human Resources Director shall not forward untimely appeals to the Hearing Officer. Appointing Authorities concerned shall notify individual employees in writing of their appeal rights under this regulation, as applicable.

An appeal hearing is a quasi-judicial proceeding and the rules governing such hearings are contained in the Personnel Policies, Procedures and applicable laws. Additional rules, other than written housekeeping rules governing the appeal hearing that coincide with the Personnel Policies, Procedures and applicable laws and that were in effect at the time of the disciplinary action, limiting or expanding the requirements of appeals hearings may only be instituted by amendments to the Personnel Policies and Procedures.

The Hearing Officer is authorized to issue ground rules to govern appeal hearings. Such rules shall serve as guidelines for all participants in appeal hearings. Such rules shall be in writing, indicating the date of adoption, and maintained by the Human Resources Director and made available for inspection upon request. Any ground rule established to govern appeal hearings may only be applied prospectively to appeal hearings if the applicable rule(s) was in effect at the time the disciplinary action on appeal was taken.

Appeal hearings are to be held at the City of South Fulton Government Center and are governed by the Georgia Open and Public Meetings law and are public meetings until such time as the Hearing Officer votes to go into executive session for purposes of deciding the appeal. The hearing is intended to receive evidence either to refute or to substantiate the specific charges that have led to the appeal. It shall not be a forum for



discussion of extraneous or irrelevant matters having no bearing on the charges at issue. All parties at action and witnesses shall be given ample time and opportunities to develop points, subject to the rules outlined herein.

During the hearings, the Hearing Officer, the Human Resources Director unless he is the Appointing Authority in the appeal, and the Attorney representing the Hearing Officer shall not be advocates for or against either party. The Human Resources Director and/or his staff are, however, permitted in any case to testify about matters within their knowledge concerning the rules, policies and procedures of City of South Fulton. It shall be the duty of the Hearing Officer to be impartial in its conduct and rulings, both on and off the record.

All questions relating to admissibility of evidence or other legal matters shall be decided by the Attorney for the Hearing Officer. Appeal hearings shall follow accepted legal procedure insofar as is practicable, but strict adherence to the technical rules of evidence observed in courts of law is not required. The Board may listen to admissible hearsay testimony and may accept depositions and affidavits, if such testimony is material and relevant to the issues.

## **II. Hearings**

Each appeal shall be heard by the Hearing Officer at the earliest practicable date following the receipt of an appeal request.

The Human Resources Director shall send out a written notice of the time, date and place of the hearing. This notice shall be sent to the Appellant/Employee and/or his/her authorized representative and the Appointing Authority. A copy of the notice shall also be sent to the City Attorney's Office.

The general policy of the Hearing Officer concerning postponements shall be that cases set for hearings will be heard on the dates set, and that postponements will be granted only for good cause shown. Postponement of the opening date of a hearing shall be requested in writing by the moving party and served on the Human Resources Director and each of the other parties in interest. Such requests shall contain detailed reasons and explanation of the reason a postponement is needed and suggest alternative dates for resetting. Except in emergency situations, postponement requests will not be honored if they are not received at least three (3) working days before the date set for the hearing. The Human Resources Director, after consultation with the Hearing Officer and the other parties at interest, shall then take action appropriate to the circumstances involved, including notification to all concerned.

## **III. Prehearing Conference**

The Human Resources Director, at his/her discretion, may arrange a prehearing conference between the Human Resources Director (or his/her designee), the Appointing Authority (or his/her designee) and the Employee/Appellant

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

prior to the hearing in order to consider and determine the following elements:

- Simplification of the issues.
- Possible conciliation and settlement without a hearing.
- Limitation on the number of witnesses.
- Acceptance of evidence of deposition.
- Stipulation as to any uncontested facts.
- Other matters that may aid in the disposition of the appeal.
- Exchange of names of known witnesses.

An electronic recording of transactions may be made during prehearing conferences upon request of either party at Interest.

#### **IV. Witnesses and Documents**

The Hearing Officer Attorney or Chair of the Hearing Officer shall administer the oath to witnesses. In the event that a prehearing conference has not limited the number of witnesses and the number of witnesses asked for seems to be excessive, at the discretion of the Hearing Officer's Attorney, the party requesting the witnesses may be required to justify the request and the basis for calling excessive witnesses. The Hearing Officer Attorney may exclude numerous character witnesses or excessive witnesses testifying to duplicative or identical facts.

The Hearing Officer may cross-examine only those witnesses that have testified for either party in the appeal on matters relevant to the evidence and issues.

The Human Resources Director shall have the power to issue subpoenas for the attendance of witnesses and production of documents and records as necessary, as authorized by the Civil Service Act. The Hearing Officer shall not consider any testimony or document not admitted into evidence by the Appointing Authority or employee. The parties are required to exchange documents at least ten (10) days prior to the hearing.

#### **V. Counsel or Representation**

Employees appearing before the Hearing Officer may, if desired, be represented by legal counsel at their expense, a representative of an Employee Organization recognized by the Mayor and Councils, or they may act as their own counsel and conduct their own hearings. Appointing Authorities will be assisted by the Office of the City Attorney. The Hearing Officer will be assisted by an attorney not involved in the appeal.

#### **VI. Transcripts**

An electronic recording shall be made of all appeal hearings by the Human Resources Director. In addition to the electronic recording, a certified Court Reporter

may, if desired, be employed by either party at interest, at their expense. Copies of tapes may be purchased, if desired.

## **VII. Order of Hearing**

In all hearings, the burden of proof shall be on the Appointing Authority, and he/she shall have the right to open and to conclude the hearing. The Appellant/Employee or counsel may cross-examine Appointing Authority witnesses and then present the Appellant's case at the conclusion of the Appointing Authority's presentation. The Appointing Authority or counsel may cross-examine the Appellant and his/her witnesses. After the presentation of all evidence from both parties, the Hearing Officer may hear closing arguments, which shall not be considered evidence, and shall then take the case under advisement and render a decision. The Hearing Officer is not permitted to close a hearing or terminate the hearing recordings until the record is complete with all evidence desired to be submitted by either party and closing arguments have concluded.

## **VIII. Decisions, Orders, Findings and Conclusions**

(1) The Hearing Officer, after reaching a decision in the case, shall cause an Order to be prepared by the attorney for the Hearing Officer within thirty (30) calendar days from the date of the final hearing. The Order of the Hearing Officer shall indicate those Hearing Officer members in attendance at the appeal hearing and their decision to affirm or reverse the actions of the Appointing Authority. The Order of the Hearing Officer shall include findings of fact supporting its decision as to whether the Appointing Authority had authority to exercise such action and did exercise such action for cause within the rules, regulations and policies of City of South Fulton. If so found, the Hearing Officer shall affirm the action of the Appointing Authority. Failure to issue an order within the time parameters established herein shall automatically result in approval of the personnel action taken by the Appointing Authority. In the event that the Hearing Officer finds that the action taken was prohibited by applicable law, the Hearing Officer shall reverse such action. The Hearing Officer shall not modify the terms and conditions of any action of the Appointing Authority but in its order of affirmance or reversal may make recommendations of disposition which shall not be binding but have persuasive force only. The decision of the Hearing Officer in such cases shall be final and conclusive in the absence of an appellate review in the courts (by writ of certiorari). Copies of the Board's Order shall be made a matter of official record and shall be furnished to all parties in interest. A copy of the Board's Order shall be placed in the employee's official personnel file maintained by the Department of human resources.

(2) In the event that a majority of the Hearing Officer is unable to agree upon a decision in an appeal hearing, the Board's Order shall indicate that the Board was unable to reach a decision and the appealed action shall stand.

(3) The Hearing Officer may, within ten (10) days from the date of issuance of the Board's Order, modify or revise its former Order to correct any clerical or typographical errors.

#### **IX. Destruction of Obsolete Appeal Tape Recordings.**

Obsolete electronic tape recordings of past appeal hearings which are one (1) year old or older may be destroyed unless a request for a copy and/or retention of such tapes has been received from any party in interest during this one-year period.

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## **PERSONNEL POLICY**

### **SUBJECT: ATTENDANCE AND PUNCTUALITY**

DATE: January 1, 2017

Number: 301-16

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#### **I. Statement of the Policy**

It is the policy of City of South Fulton that employees meet punctuality and attendance standards in accordance with the expectations of their job positions and applicable law. In addition, as a public agency, City of South Fulton has a responsibility to our citizens to ensure that taxpayer funds are used appropriately, and that we are working as efficiently, effectively, and productively as possible on their behalf.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: ATTENDANCE AND PUNCTUALITY**

DATE: March 13, 2017

Number: 301-16

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If employees are unable to report for work on any particular day, they must call and/or email their supervisor at least two hour(s) or as soon as practical thereafter, before the time the employee is scheduled to begin working for that day. City of South Fulton may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on each and every day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness (which may include but is not necessarily limited to unplanned absences or tardies that exceed an employee's accrued sick leave and/or last-minute absences or tardies, including no-call/no-shows) may result in disciplinary action up to and including termination, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Approved leaves of absence, including jury duty leave, military leave, leave protected under the Family and Medical Leave Act or Georgia law, and time off or leave provided under the Americans with Disabilities Act or Georgia law; and/or
- Time off due to a work-related injury that is covered by workers' compensation.
- Unscheduled absences or tardiness resulting from circumstances beyond the employee's control, including, for example, unexpected school delays or closures and inclement weather that interferes with an employee's ability to arrive to work on time.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Employees are expected to notify their supervisors in a timely fashion for unscheduled absences to be considered excused.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

Generally, absenteeism will be considered excessive when an employee incurs three or more unexcused absences of any length in a rolling 90-day period; however, even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. An unexcused absence may occur whenever a supervisor does not accept as reasonable an employee's explanation for an unscheduled absence or occasion of tardiness. However, a supervisor may only designate an unscheduled medical-related absence as unexcused after consulting with the Department of human resources. Upon determining that an unscheduled medical-related absence will not be excused, the supervisor shall notify the employee in writing that the absence was not excused and that it will be submitted as leave without pay.

An employee is deemed to be tardy whenever he/she fails to report to work more than ten (10) minutes past his or her scheduled start time. Excessive tardiness occurs when an employee is tardy three or more times during a rolling 90-day period. City of South Fulton will not subject employees to disciplinary action or retaliation for an absence or for tardiness that is legally protected. If the employee believes that his or her absence or lateness to work is legally protected, the employee should notify his or her supervisor or manager of this fact at the time of the absence or tardiness. Employees will not be required to reveal the nature of any underlying medical condition to their supervisor or manager. If an employee believes he or she has been mistakenly subjected to disciplinary action for an absence or for tardiness that the employee believes is legally protected, the employee should promptly discuss the matter with his or her manager or Appointing Authority. If the employee believes the matter has not been resolved by their manager or Appointing Authority, the employee should contact the Human Resources Director. In addition, for FMLA-related matters, the employee should contact the Department of human resources and for ADA-related matters, the employee should contact DCRC. Please see City of South Fulton's FMLA Policy and ADA and Reasonable Accommodations Policy for further information.

Non-exempt employees who arrive after their scheduled start time but within the ten (10) minute grace period may, at the discretion of the Appointing Authority, be allowed to make up time or required to use available vacation or sick time as a replacement for salary. Making up time is a privilege granted where good reason is provided. A request to make up time should be made in writing to the Appointing Authority and include an explanation of the circumstances contributing to the tardiness. Generally, make up time must be completed within the same work week.

Absent extraordinary circumstances or a legally protected reason, if an employee fails to report to work for a period of four days and the absence is not approved nor has the employee provided proper notification to their supervisor, City of South Fulton will consider the employee to have abandoned and voluntarily terminated his or her employment.

### Responsible Use of Sick Leave

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

In addition, as a public agency, City of South Fulton has a responsibility to our citizens to ensure that taxpayer funds are used appropriately, and that we are working as efficiently, effectively, and productively as possible on their behalf. For that reason, City of South Fulton takes seriously the inappropriate use of sick leave, which is essentially a misuse of public funds. Misuse of sick leave may constitute an attendance issue giving rise to discipline. The Appointing Authority or his or her designee is authorized to discipline an employee for unscheduled sick leave usage. Examples of the misuse of sick leave include but are not limited to the following:

- Habitual use of unscheduled sick leave in single or partial day increments, without valid or current medical documentation.
- Unscheduled sick leave consistently taken on Monday, Thursday (four-day work week) or Friday (five-day work week).
- A pattern of using unscheduled sick leave on the last scheduled work day before or first scheduled work day after a City holiday or a scheduled day off.
- A pattern of using unscheduled sick leave to avoid working overtime or holiday work shifts.
- Unscheduled sick leave consistently taken the same time of year.
- Unscheduled sick leave taken after a vacation request was denied.
- Unscheduled Sick leave consistently taken when difficult assignments or projects are scheduled or due.
- Unscheduled sick leave taken after discipline for a performance matter is issued.
- Unscheduled sick leave consistently taken when supervisor is on vacation.
- Using 40 or more hours of unscheduled sick leave during a quarter of a calendar year for two (2) or more consecutive quarters, without providing any medical documentation to support the absences.

### Supplemental Procedures

Each department should develop and maintain its own supplemental written time and attendance procedures to address issues unique to the department that are not included in these procedures. Issues that should be addressed in such departmental procedures include but are not limited to the procedure for requesting use of vacation leave and other paid or unpaid time off and the notification procedure when an employee will be absent due to illness or unexpected emergency.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



In addition, law enforcement and public safety departments and departments headed by elected officials and/or constitutional officers are allowed to develop, adopt and enforce more stringent time and attendance standards and/or procedures as deemed necessary for their operation. Any time and attendance procedures so adopted must be in writing and reviewed by the Office of the City Attorney prior to implementation.

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## **PERSONNEL POLICY**

### **SUBJECT: CONFIDENTIAL INFORMATION**

DATE: January 1, 2017

Number: 302-16

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#### **I. Statement of the Policy**

City of South Fulton's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information. In no event should employees disclose or reveal confidential information within or outside City of South Fulton without proper authorization or purpose.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: CONFIDENTIAL INFORMATION**

DATE: January 1, 2017

Number: 302-16

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#### **I. Definition of “Confidential Information”**

“Confidential Information” refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to City of South Fulton’s business that City of South Fulton has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding City of South Fulton’s business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver’s license or resident identification numbers, financial accounts, credit or debit card numbers, and security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include any information which is required to be disclosed by state or federal law or information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment. Nothing in this Policy prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority. To the extent an employee discloses any Confidential Information in connection with communicating with

a governmental authority, the employee will honor the other confidentiality obligations in this Policy and will only share such Confidential Information with his or her attorney, or with the government agency or entity. Nothing in this Policy shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Company property, trade secrets or information.

## **II. Confidentiality Agreement**

Employees may be required to execute a confidentiality agreement depending on their work assignment. Regardless of the existence of a confidentiality agreement, every employee is subject to this policy. Any employee who violates this policy could be subject to discipline up to and including dismissal.

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## **PERSONNEL POLICY**

### **SUBJECT: CRIMINAL BACKGROUND CHECK**

DATE: January 1, 2017

Number: 303-16

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#### **I. Statement of the Policy**

A criminal background check will be conducted at or prior to employment for every individual who is employed by City of South Fulton to fill either a full-time, part-time, seasonal or temporary position within the City. The City will consider job duties, among other factors, in determining what constitutes satisfactory completion of the background check. All information obtained as a result of a background check will be used solely for employment purposes.

It is the intent and purpose of this policy to (a) assist the successful reintegration of formerly incarcerated individuals back into the community; (b) to enhance the health and security of the community by assisting people with criminal records to provide for their families and themselves; and (c) to ensure that just and fair measures are implemented and practiced within City of South Fulton Government when screening and identifying prospective employees who may or may not have criminal records.

#### **II. Background and Applicability**

This policy shall apply to all City of South Fulton departments and agencies unless herein or otherwise exempt. To the extent that it may conflict with Georgia law, Georgia law shall govern.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: CRIMINAL BACKGROUND CHECK**

DATE: March 17, 2017

Number: 303-16

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#### **I. Initial Application of Employment and First Interview**

City of South Fulton shall not make any inquiry regarding an applicant's criminal history during the application process or before or during the first interview. If an Appointing Authority does not conduct an interview, the Appointing Authority is prohibited from making any inquiries or gathering any information regarding the applicant's criminal convictions during the application process. If an applicant voluntarily discloses any information regarding his or her criminal convictions by unsolicited written or oral disclosure prior to or during the first interview, an Appointing Authority may discuss the criminal convictions disclosed by the applicant.

#### **II. Second Interview**

Although criminal history inquiries are permitted as of the second interview and beyond, City of South Fulton shall not require any applicant to disclose or reveal:

- ☐ Any arrest or criminal accusation made against the applicant, which is not then pending against that person and which did not result in a conviction;
- ☐ Any records which have been erased, expunged, the subject of an executive pardon, or otherwise legally nullified; and
- ☐ Any juvenile adjudications of delinquency or any records which have been sealed.

#### **III. Authorization**

When a background check is required, applicants/employees must complete the City's background check authorization form. Failure to timely complete an authorization form may result in removal from further consideration and/or termination of employment. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

#### **IV. Fingerprint and Records Check**

City of South Fulton may require a fingerprint and records check of any applicant who has accepted an offer of employment. Prior to conducting any fingerprint and records check about an applicant, City of South Fulton shall provide standard written notification advising the applicant that, upon his or her written consent, City of South Fulton will conduct such an inquiry.

The Appointing Authority of the hiring department shall make a final hiring or promotion decision after reviewing the results of the fingerprint and records check and consulting with the Personnel Department and/or the Office of the City Attorney. If after conducting a fingerprint and records check the Appointing Authority makes an adverse employment decision, including, but not limited to, the refusal, rescission, or revocation of a conditional offer of employment, or termination of employment, City of South Fulton must, within a reasonable period of time, not to exceed thirty days:

- ☐ Notify the applicant of the adverse employment decision;
- Provide the applicant with a photocopy of the results of the criminal history inquiry, indicating the particular conviction(s) that relate(s) to the position's responsibilities; and
- ☐ Take any additional steps as may be required by applicable law.

#### **V. Factors for Consideration**

The City recognizes the Equal Employment Opportunity Commission's guidance that exclusionary employment policies should be job related and consistent with business necessity to avoid potential disparate impact. For these reasons, the City conducts criminal background checks targeted to consider the following factors:

- ☐ The nature and gravity of the offense;
- ☐ The amount of time elapsed since the date of offense; and
- ☐ The nature of the position being sought in relation to the offense.

#### **VI. Confidentiality:**

Any information obtained by City of South Fulton that pertains to an applicant's criminal history:

- ☐ Shall remain confidential;
- ☐ Shall only be shared with individuals that have a need to know the contents for the purpose of evaluating candidates or employees in a manner consistent with this policy, except as dictated by law;
- ☐ Shall not be used, distributed, or disseminated by City of South Fulton for any use other than those permitted under this policy; and

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- ☐ Shall not be used, distributed, or disseminated by City of South Fulton to any other entity or individual, except as dictated by state or federal law.

## **VII. Prohibition Exceptions**

The prohibitions of this policy shall not apply to any position, including any law enforcement, public safety, legal, judicial or other Superior, State, Juvenile, Magistrate or Probate court positions, for which any federal or state law or regulation requires the consideration of applicant's criminal history for the purposes of employment, provided the exemption is limited to those offenses or types of offense that federal or state law or regulation requires City of South Fulton to consider. The prohibitions of this policy also shall not apply to any positions designated by City of South Fulton to participate in a federal or state government program or obligation that is designed to encourage the employment of individuals with criminal histories.

## **VIII. Administration of Background Check Policy and Procedure**

The Personnel Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have any questions about background checks that are not addressed in this policy, please contact the HR Division of the Personnel Department.



## **PERSONNEL POLICY**

### **SUBJECT: DEMOTIONS**

DATE: January 1, 2017

Number: 304-16

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#### **I. Statement of the Policy**

It is the policy of City of South Fulton that employees may be involuntarily or voluntarily demoted from one job classification or position to another job classification or position in accordance with applicable City of South Fulton policies and procedures (e.g., the Position and Compensation Policy and the Discipline for Classified Employees Policy).

#### **II. Background and Applicability**

This policy generally applies to all City of South Fulton employees. This policy does not apply, however, to elected officials or employees occupying positions to which appointments are made directly by the Mayor and Councils.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: DEMOTIONS**

DATE: March 17, 2017

Number: 304-16

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#### **I. Demotion Defined**

A demotion is the appointment of an incumbent employee to a classification or position of a lower pay grade than the employee's current job classification or position.

#### **II. Demotion Approval**

A demotion can be voluntary or involuntary and may occur at the request of the Appointing Authority or at the request of the employee. A demotion can be within the same department or in another department. If more than one department is involved, however, approval of both the losing and gaining Appointing Authorities, as well as that of the Human Resources Director is required.

#### **III. Reasons for Demotions**

The reasons for demotion may include but are not limited to the removal of higher level duties and responsibilities, the inability of an employee to assume or perform the duties of his/her position, and/or reduction in force. In addition, an employee may be demoted for disciplinary reasons.

#### **IV. Effect on Compensation**

An employee who is demoted will typically receive a reduction in pay in an amount determined by the Human Resources Director and based on budget availability. The demoted employee's salary rate for the lower position must fall within the minimum and maximum rates of the assigned pay grade for the lower position. As a general rule, in the case of a voluntary demotion or the reclassification of a position to a lower pay grade, adjustments to an employee's salary will be made as follows: a 3% salary reduction for a demotion of one pay grade level; a 5.5% salary reduction for a demotion of two pay grade levels; and an added 1.5% salary reduction for each

additional pay grade level thereafter. As a general rule, in the case of an involuntary demotion, adjustments to an employee's salary will be made as follows: a 5% salary reduction for a demotion of one pay grade level; a 7% salary reduction for a demotion of two pay grade levels; and an added 2% salary reduction for each additional pay grade level thereafter.

In the case of an employee who is demoted within twelve months of having received a promotion, the employee's salary will be reduced to the employee's previous salary or the entry salary for the new position, whichever is greater. In cases where the employee is demoted to a position that is assigned to a lower pay grade than the position held prior to the promotion, the adjustment methodology described in the immediately preceding paragraph shall be applied to the employee's previous salary.

The compensation of employees who are offered the option of a demotion as a reasonable accommodation under the ADA, will be reviewed on a case-by-case basis consistent with the ADA and Reasonable Accommodations Policy.

The Human Resources Director may develop a systematic method to be used for placement of employees within a pay range to address those circumstances in which an employee moves from a position assigned to a classification and compensation system adopted by certain department(s) to a position assigned to the classification and compensation system adopted by the Mayor and Councils.

## **V. Appeals**

A permanent classified employee who is involuntarily demoted for cause shall have the right to appeal, as provided in the Classified Employees Appeals Policy.

## **PERSONNEL POLICY**

### **SUBJECT: DISCIPLINE FOR CLASSIFIED EMPLOYEES**

DATE: January 1, 2017

Number: 305-16

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#### **I. Statement of the Policy**

The Civil Service Act entitles any permanent employee in the Classified Service to certain rights when they are dismissed, suspended without pay, demoted or otherwise disciplined whereby such employee suffers a loss in salary, grade or classification. Disciplinary action may only be taken against a permanent Classified employee "for cause."

Further, to ensure the integrity of City of South Fulton's operations and compliance with the Civil Service Act, as amended, it is the policy of City of South Fulton to apply progressive discipline measures in a fair and consistent manner with respect to those employed in the Classified Service. City of South Fulton will ensure that progressive discipline is taken in accordance with City policies and standards of performance, including the City of South Fulton Standards of Conduct and City of South Fulton's Code of Ethics, and that progressive discipline is appropriately documented and retained in an employee's personnel file. City of South Fulton expressly reserves the right to depart from this policy of progressive discipline and immediately discharge any employee in its sole discretion for conduct that threatens the health, welfare and/or safety of the public or other employees.

#### **II. Background Applicability**

This policy applies only to Classified Employees under the Civil Service Act, as amended.

#### **III Definition of Cause**

As used in this Policy and accompanying Procedure, the term "cause" means any justifiable, non-arbitrary grounds, good and sufficient reason(s), occasion, motive, or inducement which is offered as the basis for a disciplinary or adverse action against an employee.

#### **IV. Notice of Disciplinary Action for Cause**

When an Appointing Authority intends to dismiss, suspend without pay, demote or otherwise discipline a permanent Classified employee whereby such employee suffers a loss in salary, grade or classification, the Appointing Authority must give notice to the employee in writing. This writing shall include notice of the charges against the permanent Classified employee, the effective time and date of such disciplinary action and explanation of the reasons for the disciplinary action and shall give the employee an opportunity to respond orally or in writing to the charges. This writing shall be provided to the employee not less than 24 hours prior to the effective date and time of such disciplinary action. If an employee contends that the notice does not comply with these requirements, then the employee may appeal the disciplinary action on this basis, as outlined in City of South Fulton's Appeals Policy. The attorney for the Hearing Officer shall allow the Appointing Authority ten (10) days to respond to any appeal alleging a failure of the notice to conform to the requirements of these rules. The attorney is hereby delegated the authority to issue a written order on behalf of the Hearing Officer on the issue of whether the appeal will be dismissed for improper notice. Such order shall become a part of the record of the Hearing Officer's proceedings in the case and shall constitute a final order of the Hearing Officer on the issue of adequacy of the notice required by this section.

#### **V. Types of Offenses, Progressive Discipline and Mandatory Disciplinary Guidelines**

Formal progressive discipline may be in the form of a written warning, suspension, or termination. Depending on the nature and severity of the conduct at issue, City of South Fulton, in its sole judgment, shall apply progressive discipline in any of these forms. The manner in which progressive discipline is applied will depend on the seriousness of the offense. City of South Fulton expressly reserves the right to depart from this policy of progressive discipline and immediately discharge any employee in its sole discretion for conduct that threatens the health, welfare and/or safety of the public or other employees.

The Human Resources Director will develop a procedure for applying progressive discipline and a schedule of minimum and maximum sanctions for employee misconduct and violations of the Personnel policies and procedures. The City Manager must approve the schedule of minimum and maximum sanctions prior to the same becoming effective.

In order to ensure consistent application of this policy, the Department of human resources should be consulted on all progressive disciplines that result in a loss of salary, grade or classification. The Human Resources Director and the City Attorney, or their respective designees, must review any recommendation to terminate an employee to ensure that any required progressive disciplinary steps have been followed and that there is adequate documentation to support termination.

## **VI. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: DISCIPLINE FOR CLASSIFIED EMPLOYEES**

DATE: March 17, 2017

Number: 305-16

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#### **I. Responsibilities of Appointing Authorities and other Supervisors**

Supervisors should maintain clear and accurate records of all staff interactions (memos to file, progress notes, etc.) with back-up documentation, as applicable.

Informal progressive discipline normally starts with verbal counseling.

The fair administration of progressive discipline rests on supervisors' careful collection of pertinent facts and consistent application of established policies, rules of conduct and performance standards. While it is not possible to anticipate a response to all types of misconduct or poor performance, the following principles should be considered:

- Initial discipline should be corrective rather than punitive in nature and applied in a consistent manner; and
- Supervisors should help employees understand the Standards of Conduct and other expected standards of performance and provide leadership to encourage them to meet these standards at all times.

Some forms of misconduct or unsatisfactory performance may warrant administrative suspension of the employee pending a review of the matter to determine the final form of progressive discipline, which may include termination.

In order to prepare to meet with the employee, supervisors should review City of South Fulton's Standards of Conduct, Code of Ethics, the employee's job description, and other policies and procedures as appropriate. Supervisors should compare the employee's conduct with established standards and should determine the degree of seriousness of the misconduct. The employee's prior record also should be considered.

All meetings should be conducted in private. At the end of the meeting, the employee should understand why the progressive discipline is needed, the department's expectations for improvement, and the consequences of failing to improve.

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Appointing Authorities may delegate or permit supervisors and managers to issue warnings, however, suspensions, demotions and dismissals should be ultimately decided and issued by Appointing Authorities.

Progressive discipline may also include the use of mandated referrals by Appointing Authorities to the Employee Assistance Program (EAP) which provides confidential counseling. Mandated referrals to the EAP are intended to help resolve problems affecting documented job performance/discipline. Failure by the employee to accept the mandated referral and/or failure to cooperate and complete any counseling/treatment may be considered as insubordination. The first EAP session may take place during normal City work hours. Additional sessions must be scheduled during non-work hours.

## **II. Forms of Progressive Discipline**

### **A. Verbal Counseling**

A verbal counseling is a private meeting between a supervisor/manager/Appointing Authority and employee to advise an employee that his/her conduct/performance does not meet standard and that, unless corrected, further progressive discipline may be necessary. This conversation may be documented on a calendar or via some other method for future reference but should not be documented to an employee's personnel or department file.

### **B. Written Warnings**

A written warning is a formal report warranted by failure to meet City of South Fulton's standards of performance or conduct. A written or final warning also may be used to advise an employee of a continued pattern of unacceptable conduct or performance, including failure to improve following a verbal counseling.

When issuing a written warning, the supervisor must complete a Progressive Discipline Form (with guidance and input from the Department of human resources, as appropriate,) specifying the particulars of the pattern of behavior or rule infraction(s), and the consequences for the employee's failure to correct his/her behavior.

The supervisor must discuss the written warning with the employee so that the employee clearly understands the nature of the misconduct or unsatisfactory performance and the consequences of failing to improve.

The employee should sign the Progressive Discipline Form to acknowledge receipt of the written warning. The employee may comment in the space provided or provide a written addendum, if desired. If the employee refuses to sign, the supervisor should add language indicating that the "employee chooses not to sign."

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



A copy of the Progressive Discipline Form is given to the employee. A copy is maintained in the department's files and the original is sent to the Department of human resources for inclusion in the employee's personnel file.

C. Performance Improvement Plan

If after a written warning is issued, an employee's performance does not improve or is not corrected, a Performance Improvement Plan should be created. A Performance Improvement Plan is a detailed outline to develop employees who are experiencing performance deficits in several areas of their job responsibilities and should last at least thirty (30) days. Performance Improvement Plans are required for deficiencies in the following Articles:

- Art. 1. Absenteeism and Tardiness
- Art. 9. Housekeeping Violations
- Art. 10. Inefficiency and Incompetence
- Art. 11. Insubordination, Paragraphs B and C
- Art. 12. Loafing

The Performance Improvement Plan should state the areas of concern, the desired behavior and an action plan. The document should be signed by the Appointing Authority, supervisor and the employee; and the supervisor should meet with the employee on a weekly basis to review the progress, and provide additional guidance. There must be a formal follow-up no more than 90 days after the Performance Improvement Plan was initiated to provide the employee with closure on whether or not the improvement level was achieved to a satisfactory level. If a satisfactory level of performance is not achieved, the progressive discipline process will continue.

Although Appointing Authorities and/or supervisors may choose to implement Performance Improvement Plans at other times, this process must be utilized with written warnings and annual performance ratings of less than "Satisfactory".

Supervisors should consult with their Appointing Authority and the Department of human resources if they plan on issuing a Performance Improvement Plan.

D. Administrative Suspension Pending Review

Suspension pending review provides time to evaluate the particulars of serious situations prior to determining the appropriate final form of discipline. These situations include, but are not limited to: fraud, theft, professional misconduct, breach of confidentiality, and substance abuse.

The Appointing Authorities or their designees must consult with the Department of human resources regarding Administrative Suspensions Pending Review.

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Administrative Suspensions Pending Review are paid suspensions and shall last only up to ten (10) working days.

During Suspension Pending Review, the Appointing Authority, in consultation with the Office of the City Auditor, Department of human resources and/or Legal Department, will gather relevant information, review pertinent documents and conduct investigatory interviews, as appropriate.

**E. Suspension without Pay**

Suspension without pay is administered as a result of severe infraction of standards of performance or conduct, excessive and/or repeated violations of standards of performance or conduct after verbal counseling, written warnings and/or the failure to improve job performance after placement on a Performance Improvement Plan. A suspension without pay may also be administered as a result of the failure to maintain licenses and/or certifications required by an employee's position. Appointing Authorities or their designees are encouraged to consult with the Department of human resources or Office of the City Attorney prior to imposition of a suspension without pay on a classified employee.

**F. Dismissal**

Dismissal is termination from employment. It is invoked in situations of gross misconduct or after other progressive discipline measures have failed to achieve the results desired. Appointing Authorities or their designees must consult with the Department of human resources in all cases of possible dismissal of a classified employee. Except in cases of employees employed by an elected official, the Human Resources Director and the City Attorney or his or her designee must review any recommendation to terminate an employee to ensure that any required progressive disciplinary steps have been followed and that there is adequate documentation to support termination. Elected officials are encouraged and it is recommended that they seek legal advice from the City Attorney regarding dismissal of any employee.

City of South Fulton expressly reserves the right to depart from progressive discipline and immediately discharge any employee in its sole discretion for conduct that threatens the health, welfare and/or safety of the public or other employees.

**III. Notice of Disciplinary Action for Cause**

In accordance with the City of South Fulton Civil Service Act, when an Appointing Authority intends to dismiss, suspend without pay, demote or otherwise discipline a permanent Classified employee whereby such employee suffers a loss in salary, grade or classification, the Appointing Authority must give notice to the employee in writing. This

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writing shall include notice of the charges against the permanent Classified employee, the effective time and date of such disciplinary action and explanation of the reasons for the disciplinary action and shall give the employee an opportunity to respond orally or in writing to the charges. This writing shall be provided to the employee not less than 24 hours prior to the effective date and time of such disciplinary action.

At a minimum, the notice must provide sufficient information for the employee to understand the factual basis for the disciplinary action and any allegations of misconduct made against the employee; however, such notice shall not be deemed deficient solely because the notice fails to cite or inaccurately cites the Discipline for Classified Employees Policy or Procedure.

#### **IV. Active Period for Discipline**

Employee discipline remains active, at a minimum, for a rolling 12-month period following the date it was issued, depending on the type of offense and/or level of discipline previously imposed. Prior disciplinary infractions within the same Article of the Articles of Offenses shall be treated as cumulative with respect to progressive discipline.

#### **V. Definitions**

A. "Excessive Delay" for purposes of this policy is defined as including a delay in performing or completing work that is unreasonable, unnecessary and/or unwarranted based on the facts and circumstances at issue.

B. "Sabotage," "Malicious Damage," "Malicious Injury," and "Vandalism" for purposes of this policy are used interchangeably, and are defined as including the willful destruction of City property.

C. "Loafing" for purposes of this policy is defined as including willful idleness, wasting time or deliberate failure to work on the task(s) assigned..

**ART. 1. Absenteeism and Tardiness.**

**A. Chronic absenteeism, defined as habitual, sustained, confirmed or continued unexcused absence.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	3 days suspension w/o pay
(2) Second offense:	5 days suspension w/o pay	10 days suspension w/o pay
(3) Third offense:	20 days suspension w/o pay	Dismissal

**B. Recurring tardiness, defined as habitual, sustained, confirmed or continued unexcused lateness to work without adequate justification.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	1 day suspension w/o pay
(2) Second offense:	5 days suspension w/o pay	10 days suspension w/o pay
(3) Third offense:	15 days suspension w/o pay	Dismissal

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**C. Unexcused or unauthorized absence on any scheduled workday or during working hours.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	3 days suspension w/o pay
(2) Second offense:	5 days suspension w/o pay	10 days suspension w/o pay
(3) Third offense:	15 days suspension w/o pay	Dismissal

**D. Failure to report to work for a period of four consecutive (4) workdays (or shift equivalent) without approval or proper notification.**

	<b>Minimum</b>
(1) First offense:	Dismissal
(2) Second offense:	N/A
(3) Third offense	N/A

**ART. 2. Accidents, Injuries and Safety Violations.**

**A. Failure to report an accident or injury on the job as required by City policy.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	1 day suspension w/o pay
(2) Second offense:	3 days suspension w/o pay	5 days suspension w/o pay
(3) Third offense:	10 days suspension w/o pay	15 days suspension w/o pay

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**B. Violation of administrative policies, procedures or safety rules where safety of persons or property is endangered.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	10 days suspension w/o pay
(2) Second offense:	15 days suspension w/o pay	20 days suspension w/o pay
(3) Third offense:	30 days suspension w/o pay	Dismissal

**ART. 3. Conduct and Behavior.**

**A. Arrested and/or charged on any felony offense(s), as defined by law:**

(1) First Offense: Suspension without pay, pending disposition of case, up to one (1) year, upon determination by Appointing Authority, following prior notice and consultation with employee. If after one (1) year elapses and the case is not resolved in one of the below manners, the Appointing Authority has the discretion to dismiss the employee. Notice of the dismissal shall be required in the same manner as any notice of dismissal to a permanent Classified employee. The following conditions shall apply when the pending felony offense is resolved unless the employee has already been separated from employment:

- a. If convicted, dismissal. No back pay. No entitlement to reinstatement unless another resolution permitting reinstatement occurs within one (1) year from the first date of suspension.
  - b. If nolo contendere, dismissal. No back pay. No entitlement to reinstatement unless another resolution permitting reinstatement occurs within one (1) year from the first date of suspension.
  - c. If acquitted, nolle prosequi, failure to indict, failure to prosecute or otherwise disposed of without a conviction, reinstatement with back pay up to one year reduced by any income received during the period of unpaid suspension, subject to approval of the City Manager or his/her designee.
- (2) Second Offense: Dismissal.

**B. Convicted in any court of record on any non-felony charge(s) as defined by law, involving a serious misdemeanor charge.**

<b>MINIMUM</b>	<b>MAXIMUM</b>
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(1) First offense:	Written Warning	Dismissal
(2) Second offense:	Demotion	Dismissal
(3) Third offense:	N/A	N/A

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**C. Immoral or indecent conduct which tends to violate commonly accepted standards of decency or morality.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	10 days suspension w/o pay	30 days suspension w/o pay
(2) Second offense:	40 days suspension w/o pay	Dismissal
(3) Third offense:	N/A	N/A

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#### **ART. 4. Dishonesty and Ethics.**

##### **A. Engaging in private business activities of a prohibited or unethical nature for profit, either during normal working hours or during non-working hours.**

	<b>MINIMUM</b>	<b>MINIMUM</b>
(1) First offense:	Written Warning	30 days suspension w/o pay
(2) Second offense:	40 days suspension w/o pay	Dismissal
(3) Third offense:	N/A	N/A

##### **B. Conflict of interests involving unethical use of official authority, information, or property for personal gain.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	15 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**C. Embezzlement or misappropriation of funds.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Dismissal	N/A
(2) Second offense:	N/A	N/A
(3) Third offense:	N/A	N/A

**D. Acceptance of bribes, gifts or favors intended or designed to influence official actions or decisions.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Dismissal	N/A
(2) Second offense:	N/A	N/A
(3) Third offense:	N/A	N/A

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## **ART. 5. Drinking and Intoxication.**

- A. Reporting for duty or being on duty while using or under the influence of intoxicating liquors or drugs; provided, that for the purposes of this Article, any employee who is tested and has a positive test result for the presence of an illegal drug in the employee's urine or blood and any employee who is tested and has a Blood Alcohol Concentration (BAC) test equal to .01 grams or greater shall be considered under the influence of the tested substance. While an employee may not be required to submit to a test, signs of being under the influence which would subject one to discipline include, but are not limited to, slurred speech and motor skill impairment.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Minimum of 15 days suspension w/o pay, up to a maximum of dismissal, provided, however, that dismissal shall be mandatory for any first offense involving any employee whose assigned duties require the use of firearms or other weapons, in situations where the safety of persons or property may be endangered	
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**B. Excessive public use of intoxicants while off duty resulting in conduct unbecoming a City employee.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	3 days suspension w/o pay	5 days suspension w/o pay
(2) Second offense:	10 days suspension w/o pay	30 days suspension w/o pay, and proof of acceptable medical treatment required for reinstatement.
(3) Third offense:	40 days suspension w/o pay	Dismissal

**C. Selling intoxicating liquors or drugs on City premises, if no arrest is involved.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	10 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**ART. 6. Fighting.**

**A. Fighting or instigating a fight or disturbance while on duty, and/or while on City property, except in self-defense.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**ART. 7. Fraud, Falsehood, Perjury and Malfeasance.**

**A. Fraud, falsehood, perjury or malfeasance involving any willful, intentional or deliberate misstatement or concealment of material fact in connection with employment, employment application, work records, responsibilities, reports, investigations or proceedings, or intentional misuse of paid work time or assets. Willfully, knowingly and falsely swearing by a person to whom a lawful oath or affirmation is administered, in a manner material to an issue or point in question in some proceeding.**

	MINIMUM	MAXIMUM
(1) First offense:	Dismissal	N/A
(2) Second offense:	N/A	N/A
(3) Third offense:	N/A	N/A

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**ART. 8. Gambling.**

**A. Unlawful gambling or betting on City premises.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	3 days suspension w/o pay	10 days suspension w/o pay
(2) Second offense:	15 days suspension w/o pay	30 days suspension w/o pay
(3) Third offense:	40 days suspension w/o pay	Dismissal

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## **ART. 9. Housekeeping Violations.**

### **A. Failure or refusal to cooperate in the reasonable care and use of equipment, sanitary facilities and related “housekeeping” tasks on the job.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning.	1 day suspension w/o pay
(2) Second offense:	3 days suspension w/o pay	5 days suspension w/o pay
(3) Third offense:	10 days suspension w/o pay	Dismissal

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**ART. 10. Inefficiency and Incompetence.**

**A. Continued inefficiency or incompetence in the performance of assigned work, based upon several written performance appraisals and/or other forms of written or verbal counseling covering a reasonably demonstrable period of time.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	Demotion
(2) Second offense:	2 <sup>nd</sup> Written Warning	Dismissal
(3) Third offense:	N/A	N/A

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**ART. 11. Insubordination.**

- A. Intentional disobedience of a supervisor or the requirement of a policy, procedure or rule if such policy, procedure or rule does not already contain a specific disciplinary guideline adopted by City of South Fulton, assaulting or resisting authority, disrespect or use of insulting or abusive language to a superior.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	30 days suspension w/o pay
(2) Second offense:	40 days suspension w/o pay	Dismissal
(3) Third offense:	N/A	N/A

- B. Failure to carry out orders, failure or excessive delay in carrying out work assignments or specific instructions of superiors.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	5 days suspension w/o pay
(2) Second offense:	10 days suspension w/o pay	30 days suspension w/o pay
(3) Third offense:	40 days suspension w/o pay	Dismissal

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**C. Intentional misuse of, or failure to carry out policies and procedures governing the official use of City owned or leased equipment and/or systems.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	5 days suspension w/o pay
(2) Second offense:	10 days suspension w/o pay	30 days suspension w/o pay
(3) Third offense:	40 days suspension w/o pay	Dismissal

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- D. Intentional misuse of City provided internet access, consisting of the accessing, viewing, or downloading of any non-City-business related information or material from any website that is pornographic, obscene, or primarily devoted to sex and sexual imagery.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	10 days suspension w/o pay-and restricted internet access	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

**ART. 12. Loafing.**

**A. Willful idleness, wasting time or deliberate failure to work on the task(s) assigned.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	5 days suspension w/o pay
(2) Second offense:	5 days suspension w/o pay	10 days suspension w/o pay
(3) Third offense:	15 days suspension w/o pay	Dismissal

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**ART. 13. Mistreatment of Prisoners, Patients, Employees, Volunteers, Contractors or Citizens.**

**A. Verbal abuse.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	5 days suspension w/o pay
(2) Second offense:	5 days suspension w/o pay	10 days suspension w/o pay
(3) Third offense:	15 days suspension w/o pay	Dismissal

**B. Sexual harassment, as defined in Policy and Procedure 100-30.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**C. Physical abuse.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Dismissal	N/A
(2) Second offense:	N/A	N/A
(3) Third offense:	N/A	N/A

**D. Prejudicial Acts and/or harassment as defined in the Equal Employment Opportunity and Prejudicial Acts Policy and Procedure #103-16.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**E. Threats and/or Acts of Workplace Violence or Bullying as defined in City of South Fulton’s Workplace Violence and Anti-Bullying Policy and Procedure #341- 16.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

**ART. 14. Political Activity.**

**A. Unlawful political activities by Classified employees in violation of City policies and/or Civil Service Act.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**ART. 15. Sabotage, Vandalism or Malicious Injury.**

**A. Sabotage, malicious damage or vandalism to City property or the property of other employees.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	10 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

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**ART. 16. Security.**

**A. Divulging confidential, classified or highly sensitive information without proper authority or for an improper use.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	10 days suspension w/o pay	15 days suspension w/o pay
(2) Second offense:	Demotion	Dismissal
(3) Third offense:	Dismissal	N/A

**B. Failure to exercise due care and caution while guarding prisoners.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	10 days suspension w/o pay
(2) Second offense:	15 days suspension w/o pay	30 days suspension w/o pay
(3) Third offense:	Demotion	Dismissal

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## **ART. 17. Sleeping on Duty.**

### **A. Where safety of persons or property is not endangered.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	5 days suspension w/o pay
(2) Second offense:	10 days suspension w/o pay	15 days suspension w/o pay
(3) Third offense:	40 days suspension w/o pay	Dismissal

### **B. Where safety of persons or property is endangered.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	5 days suspension w/o pay	10 days suspension w/o pay
(2) Second offense:	15 days suspension w/o pay	30 days suspension w/o pay
(3) Third offense:	40 days suspension w/o pay	Dismissal

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**ART. 18. Smoking in Unauthorized Places.**

**A. Smoking in unauthorized areas not considered to be dangerous.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	1 day suspension w/o pay
(2) Second offense:	3 days suspension w/o pay	5 days suspension w/o pay
(3) Third offense:	10 days suspension w/o pay	15 days suspension w/o pay

**B. Smoking in dangerous areas where human life or property is imperiled.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	1 day suspension w/o pay	3 days suspension w/o pay
(2) Second offense:	10 days suspension w/o pay	15 days suspension w/o pay
(3) Third offense:	Demotion	Dismissal

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**ART. 19. Theft.**

**A. Actual or attempted theft of City property, tools or equipment or the property of other employees, whether acting alone or in collusion with others.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Dismissal	N/A
(2) Second offense:	N/A	N/A
(3) Third offense:	N/A	N/A

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**ART. 20. Vehicles.**

**A. Minor violation of traffic laws while operating a City vehicle.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	Written Warning	5 days suspension w/o pay
(2) Second offense:	10 days suspension w/o pay	15 days suspension w/o pay
(3) Third offense:	Demotion	Dismissal

**B. Serious violation of traffic laws while operating a City motor vehicle, defined as involving damages of \$200 or more.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	10 days suspension w/o pay	15 days suspension w/o pay
(2) Second offense:	Demotion and cancellation of driving privileges	Dismissal
(3) Third offense:	N/A	N/A

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**C. Use of or knowingly authorizing the use of a City motor vehicle or aircraft for other than official purposes.**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
(1) First offense:	30 days suspension w/o pay	Dismissal
(2) Second offense:	Dismissal	N/A
(3) Third offense:	N/A	N/A

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**ART. 21. Failure to secure and/or maintain necessary training, licensing or credentials required by the position.**

An employee shall be suspended for ten (10) working days without pay upon determination by the Appointing Authority that the employee has failed to secure or maintain necessary training, licensure, certification or other credentials required by the employee's position. During the ten (10) working days, the employee shall make every effort to obtain the necessary training, licensing or credentials required by the position. If after ten (10) working days, the employee still has not satisfactorily obtained the necessary training, licensing or credentials required by the position, the Appointing Authority has the discretion to dismiss the employee. Notice of the dismissal shall be provided in the same manner as any notice of dismissal to a permanent Classified employee.

**Art. 22. Miscellaneous.**

- A. Violations of Civil Service Act, as amended, City of South Fulton Policies and Procedures, and any other violations or actions not specifically enumerated in these guidelines which impair or reflect adversely upon the integrity, efficiency, good order or operation of any segment of the City Government.
  - (1) First offense: The penalty imposed must be commensurate with the nature and seriousness of the offense in each case, as determined by the Appointing Authority.
- B. Penalties for disciplinary offenses in general should fall within the ranges indicated in these guidelines. However, depending upon the timeliness and severity of the infraction and the past record of the employee, greater or lesser penalties may be imposed. A combination of infractions may be considered jointly and normally will justify a more severe penalty than a single offense resulting in disciplinary action. Past record may be taken into consideration, but past offenses which did not result in disciplinary action at the time of discovery should not be applied in current disciplinary actions.
- C. The violations outlined in Articles 1-21 above do not cover every possible type of offense or disciplinary action. Therefore, insofar as possible, offenses not listed should be punished with comparable severity to other similar offenses listed.

All notices of disciplinary action taken preferably should be given to the employee in person, if possible. Otherwise, mailing by Registered Mail, Return Receipt Requested, to last known address or service by a Law Officer is recommended.

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## **PERSONNEL POLICY**

### **SUBJECT: DIVERSITY AND INCLUSION**

DATE: January 1, 2017

Number: 306-16

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#### **I. Statement of Policy**

City of South Fulton respects, values and celebrates the unique attributes, characteristics and perspectives that make each person who they are. We believe that our strength lies in the diversity among the broad range of people and communities we represent. We consider diversity and inclusion to be a driver of excellence and seek out diversity of participation, thought and action.

The City's approach to an equal employment opportunity workplace is based on three key principles: equality, diversity and inclusion. The City promotes equality by removing barriers, eliminating discrimination and ensuring equal opportunity and access for all groups of people.

The City accepts and respects each person as an individual. Success and competitiveness are built on our ability to embrace diversity, and we believe that everyone should feel valued for their contributions.

The City desires to create a working culture where differences are not merely accepted, but valued; where everyone has the opportunity to develop in a way that is consistent with our vision and values.

The City is committed to being a model employer, business partner and responsive service provider that is well prepared to meet the needs of the City's diverse constituency. In the pursuit of organizational excellence, equal opportunity, and equal access, City of South Fulton Government will recruit, hire, and promote a diverse workforce and group of contractors that delivers inclusive local government services. This policy affirms the City's commitment to create a culture of inclusion that encourages collaboration, innovation, flexibility, cultural competence, and civility. In addition to fostering integrated and inclusive service principals, this policy articulates the City's commitment to incorporate diversity and inclusion considerations in business administration, policy planning, resources allocation, service programming, and human resources management.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

This policy also establishes the Office of Diversity and Civil Rights Compliance (DCRC) and the position of Chief Diversity and Compliance Officer (CDCO), reporting to the City Manager, to lead the development of a Citywide Diversity and Inclusion Strategic Plan and implementation strategy. Lastly, this policy establishes a Diversity and Inclusion Strategic Plan to guide the City in developing program goals, objectives and strategies.

## **II. Background and Applicability**

This policy shall apply to all City of South Fulton Departments, Divisions, Offices, Grantees, Contractors, Sub-Contractors and other entities that provide services to the public on behalf of the City.

## **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## PERSONNEL PROCEDURE

### SUBJECT: DIVERSITY AND INCLUSION

DATE: January 1, 2017

Number: 306-16

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#### I. Definitions<sup>1</sup>

- A. Workforce Diversity: As a concept, diversity includes everyone and encompasses variations among people including how they communicate, differences of thought, customs, beliefs, and life experiences. A workforce is considered diverse when organizational staffing is comprised of individuals with varied experiences and perspectives working together to help the organization pursue organizational objectives efficiently, effectively and equitably. A highly diverse workforce achieves organizational objectives by leveraging unique perspectives from individuals of varied national origins, linguistic backgrounds, races, colors, disabilities, ethnicities, genders, ages, religions, sexual identities, gender identities, socioeconomic statuses, political expressions, veteran statuses, lifestyles and family structures.
- B. A Culture of Inclusion: A culturally inclusive environment engages employees, clients and business partners in a manner that values their differences, solicits their perspectives and contributions, and integrates their individual perspectives and contributions with organizational investments, strategies, and outcomes. Inclusivity leverages diversity throughout the organization by encouraging collaboration, flexibility, cultural competence, civility, equity, and organizational excellence.
- C. Supplier/Contractor Diversity: Practices that ensure City of South Fulton will encourage the use of minority owned and historically underutilized and disadvantaged small business vendors as suppliers to include: women, veterans, Lesbian, Gay, Bisexual or Transgendered (LGBT), and service disabled veteran owned, businesses.

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<sup>1</sup> The definitions included herein are based on definitions included in the U.S. Office of Personnel Management's "Guidance for Agency Specific Diversity and Inclusion Strategic Plans" (2011); and Georgetown University Child Development Center's "Towards a Culturally Competent System of Care; Vol. III (1998)."

- D. Valuing, Managing and Institutionalizing Diversity: An organizational commitment which fosters an acceptance, understanding, and appreciation for the differences that exist among its members. Valuing diversity is fundamental to meeting the needs of diverse client populations and developing skillsets that empower individuals to demonstrate an acceptance of the differences among different groups of people during service delivery. Managing and institutionalizing diversity involves the development of skillsets that empower individuals to utilize their differences to create an organizational climate that improves organizational operations and workforce performance.
- E. Cultural Competence: An ability to provide services, support or other assistance that are responsive to the beliefs, interpersonal styles, attitudes, language and behaviors of individuals who are receiving services in a manner that has the greatest likelihood of ensuring maximum participation in the program. The five necessary elements to develop cultural competence include: 1) Valuing Diversity; 2) Conducting Cultural Self-Assessment; 3) Understanding and Acknowledging the Dynamics of Difference; 4) Institutionalizing Cultural Knowledge; and 5) Adapting to Diversity.
- F. Office of Diversity and Civil Rights Compliance (DCRC): Lead office that coordinates and collaborates with City Officials and Departments in the development and implementation of initiatives to promote diversity, cultural competence and inclusion.

## **II. Guidelines**

- No job applicant or employee should receive less favorable treatment because of sex, race, age, ethnic origin, marital status, military status, pregnancy and/or maternity status, civil partnership status, any gender re-assignment, religion or belief, sexual orientation, or disability;
- Employees should be protected from discrimination because of association;
- Equality, diversity and inclusion should be promoted within the workplace;
- Fair and equitable treatment should be the hallmark of every aspect of working life at the City, from written procedures through and including every decision made;
- The City will promote a culture where employees recognize the value that a diverse and inclusive workforce brings to the City, and where colleagues and external associates are treated with dignity and respect; and
- The City shall create an environment where anyone believing they have been subjected to discrimination, victimization or harassment in the workplace is entitled and feels safe to raise such concerns. We are

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committed to ensuring that the process for dealing with such concerns is straightforward and will be addressed in a compassionate, efficient and timely manner.

### **III. Responsibilities**

#### **A. City Manager**

- Possess ultimate responsibility for compliance with the provisions of the Diversity and Inclusion Policy;
- Ensure that departments implement the provisions of the Diversity and Inclusion Policy and related procedures to ensure that City operations, facilities, employment, programs, services, activities and benefits are provided in such a manner as to promote diversity and inclusion;
- Establish the Office of Diversity and Civil Rights Compliance with appropriate resources and staffing;
- Designate Director of Diversity and Civil Rights who also serves as the Chief Diversity and Compliance Officer reporting to the City Manager; and
- Appoint Diversity Advisory Committee.

#### **B. Office of Diversity and Civil Rights Compliance**

- Ensure City Compliance with all equal opportunity and access federal and state laws and related City policies/ordinances;
- Develop/Implement Citywide Diversity and Inclusion Strategic Plan;
- Coordinate implementation of Citywide Diversity and Inclusion strategies pursuant to the Diversity and Inclusion Strategic Plan;
- Work with department Diversity and Inclusion Liaisons (DIL), as appropriate, to coordinate employee engagement activities and training sessions;
- Oversee the development and implementation of City Department diversity strategies;
- Review and provide comments on Department diversity strategies;
- Coordinate the updating of the City's Diversity and Inclusion Strategic Plan every five years;
- Provide technical assistance/resources/support to City of South Fulton departments on diversity, inclusion and cultural competence issues;
- Monitor, assess and report progress towards goal attainment associated with the Diversity Strategic Plan; and
- Develop such other policies and procedures necessary to improve diversity, inclusion and cultural competence impacting City

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operations, facilities, employment, programs, services, activities and benefits.

C. Appointing Authorities

- Assign a senior professional to lead department workforce diversity and inclusion planning and implementation strategies/actions;
- Develop plan outlining actions/activities that will be taken to achieve the specific priorities identified in the City-wide Diversity and Inclusion Strategic Plan;
- Identify a responsible management official and resources for each action/activity; and
- Be consistent with applicable law, merit system principles, City Equal Opportunity/Equal Access Policies and any other applicable non-discrimination laws and regulations.

## **PERSONNEL POLICY**

### **SUBJECT: EDUCATION ASSISTANCE PLAN AND CAREER INCENTIVE**

DATE: February 15, 2017

Number: 307-16

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#### **I. Statement of Policy**

It is the policy of City of South Fulton Government to encourage the career growth, education and development of its employees. To help achieve this goal an Education Assistance Plan and Career Incentive Program has been established. Employees are encouraged to take advantage of educational and training opportunities which increase their knowledge and skill in their present jobs, or to prepare them for specific career goals within their departments, or within City of South Fulton Government at large.

City of South Fulton will either pay a bonus to an employee who obtains a degree or professional certifications in a field of study directly related to improvement of knowledge and skills in the employee's current job or reimburse an employee for tuition, fees, and books for courses taken that are directly related to improvement of relevant job skills with the City. The Educational Assistance Plan is not an employee benefit, right or entitlement. Denial of participation in the Educational Assistance Plan and Career Incentive Program is not subject to the grievance process.

This plan shall be administered without regard to race, color, sex (including pregnancy), gender identity, age, religion, national origin, disability or genetic information, military status or political affiliation.

#### **II. Background and Applicability**

All permanent, full-time City employees shall be eligible to participate in the education assistance plan provided that employees meet certain eligibility requirements and obtain approval from the appropriate Appointing Authority.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

**SUBJECT: EDUCATION ASSISTANCE PLAN AND CAREER INCENTIVE**

DATE:

Number: 307-16

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Procedure will be distributed separately.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



## **PERSONNEL POLICY**

### **SUBJECT: EMPLOYEE GRIEVANCES**

DATE: January 1, 2017

Number: 309-16

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#### **I. Statement of Policy**

It is the policy of City of South Fulton Government to treat all employees fairly and equitably in matters affecting their employment and to provide employees with an efficient and effective process for resolving workplace issues and disputes. The City of South Fulton grievance procedure is established to provide a formal, structured process through which employees may voice complaints concerning work-related issues and seek administrative redress for alleged violations, misinterpretations or inequitable applications of City of South Fulton policies, rules, and standards of conduct. An employee has a right to use the grievance procedure without fear of reprisal or retaliation, and the filing of a grievance by an employee will not reflect adversely on the employee's standing or performance.

The objective of the grievance procedure is to settle all grievances between management and employees as quickly as possible and at as low of an administrative level as possible, so as to improve employee-management relations, assure efficient work operations and maintain employee morale. City of South Fulton expects employees and management to exercise reasonable efforts to resolve any questions, problems or misunderstandings prior to using the grievance procedure. Employees should pursue, if possible, an informal resolution of their complaints, utilizing all available avenues within their department before filing a formal, written grievance. Appointing Authorities, Department Heads and supervisors are encouraged to work with employees to resolve grievances informally.

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended by the City if necessary. Efforts at informal resolution are unrelated to the formal grievance procedure and do not extend the time limit(s) included in the procedure.

The grievance procedure may be modified or eliminated by the City at any time, with or without prior notice. This procedure is not a guarantee of employment or of any other rights or benefits. This procedure does not create or grant covered employees with a property interest in their employment or tenure rights of any kind and does not constitute a contract of employment, express or implied.

This policy is not intended to deal with (1) dismissal or disciplinary matters which are dealt with in a separate policy or procedure; (2) disputes of a collective nature which are dealt with in a separate procedure; or (3) complaints arising from sexual or other harassment actions covered under the EEOC policies.

## **II. Background and Applicability**

All non-probationary, fee-paid and seasonal City of South Fulton employees are eligible to file grievances pursuant to this procedure. For purposes of this policy, “employee” does not include elected officials and their personal staff, interns, independent contractors, or volunteers. Review of demotion, suspension without pay, and dismissal actions (as well as any other disciplinary action taken for cause whereby an employee suffers any loss in salary, grade or classification as described in the Civil Service Act, as amended) taken against classified employees pursuant to the Personnel Policies of City of South Fulton shall be exclusively within the jurisdiction of the City of South Fulton Hearing Officer. This grievance procedure and the ability to file a grievance in no way gives any employee a property interest in employment with City of South Fulton.

## **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

**PERSONNEL PROCEDURE**  
**SUBJECT: EMPLOYEE GRIEVANCES**

DATE: March 17, 2017

Number: 309-16

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**I. Definitions**

- A. Grievance: a wrong or hardship suffered (real or perceived), which is the grounds of a complaint. A claim of an individual employee that he was adversely affected by a violation, misinterpretation, misapplication, or disparity in the application of a specific rule, regulation, policy, or procedure.
- B. Appointing Authority/Department Head: the person(s) authorized by law or delegated authority to make appointments to fill positions and who is the executive head authorized to oversee the operations of a department.
- C. Complaint: an expression of grievance, dissatisfaction or concern.
- D. Retaliation: to act or omit to act towards a person in a way which is intended to cause disadvantage to that person because they have made a complaint or may make a complaint.
- E. Supervisory Personnel: For the purposes of this procedure, the term "supervisory personnel" shall mean any permanent City of South Fulton employee who:
  - 1. Customarily and regularly directs the work of two or more full-time employees. This test would be met, for example, if an employee directs one full-time and two part-time workers, one of whom works mornings and the other afternoons; or four part-time workers, one of whom works mornings and the others afternoons; or four part-time workers, two of whom work mornings and two of whom work afternoons; and

- 2 Has the authority to hire or discipline employees, or whose suggestions and recommendations as to hiring and disciplinary actions, and as to the advancement and promotion or any other change of status of other employees, will be given particular weight.

F. Management Personnel: For purposes of this procedure, the term “management personnel” shall include any permanent City of South Fulton employee who regularly engages in any combination of two or more of the following activities: interviewing, selecting, and training of employees; setting and adjusting employees’ hours of work; directing the work of employees; maintaining production records for use in supervision or control; appraising employees’ productivity and efficiency for the purpose of recommending promotions or other changes in status; handling employee complaints and grievances; disciplining employees; planning the work; determining the techniques to be used by employees in performing their job duties; apportioning work among the employees; determining the type of materials, supplies, machinery, equipment or tools to be used or merchandise to be bought, stocked and sold; controlling the flow and distribution of materials or merchandise and supplies; and monitoring or implementing legal compliance measures.

## **II. Rights and Responsibilities**

All City employees have the right to:

- Make a complaint to their direct supervisor or HR representative
- Be treated with respect and impartiality and provided with support throughout the process
- Have the principles of procedural fairness observed. This means:
  - Complaints must be fully described by the person with the grievance
  - The person who is the subject of concern must have a full opportunity to put forward their case
  - All parties to the complaint must have the right to be heard
  - All relevant submissions and evidence must be considered
  - Irrelevant matters must not be taken into account
  - The decision-maker must be impartial, fair and just
- Investigations and proceedings that are conducted honestly, fairly and without bias
- No undue delay in investigations and proceedings

It is the responsibility of all parties involved in a grievance to participate fully in the resolution process in good faith. Confidentiality must be respected and maintained at all times within the constraints of the need to fully investigate the matter, subject to any legal requirements for disclosure and consistent with the principles of procedural fairness.

#### Right of Representation:

Either party to the grievance procedure may have a representative present at all stages of the grievance procedure. Such representative shall be a union representative or attorney. Notice of representation shall be provided to the other party at all stages of the grievance process. The grievant must bear any cost involved in employing representation or in preparing or presenting his/her grievance.

### **III. Management Rights**

Nothing in the grievance procedure set forth herein is intended to circumscribe or modify the existing management right of City of South Fulton to do any of the following:

- A. Direct the work of its employees as well as establish and revise wages, salaries, position classifications, and employee benefits;
- B. Hire, promote, transfer, assign, and retain employees within the City;
- C. Maintain the efficiency of governmental operations;
- E. Determine the methods, means, and personnel by which operations are to be carried out; or
- F. Discharge, demote, layoff, or suspend an employee for unsatisfactory performance or because of reorganization, lack of work, reduction in force, or position elimination.

### **IV. Grievable Matters**

- A. An employee may file an individual grievance regarding any of the following matters:
  - 1. Concerns regarding the application or violation of City or department rules, regulations, policies or procedures;
  - 2. Unsafe, unhealthy or unsanitary working conditions;
  - 3. Denials of requests for leave;
  - 4. Classification issues related to whether the grievant is working outside of his or her assigned classification; and
  - 5. Retaliatory actions that result from utilization of the grievance procedure or participation in the grievance of another City employee.

B. City of South Fulton retains the exclusive right to manage its affairs and operations. Accordingly, matters that are not subject to this grievance procedure include, but are not limited to:

1. Classification-wide title changes or salary grade revisions;
2. Revision of classification specifications or employee benefit plans or systems;
3. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the employee's job duties;
4. Performance evaluations or reviews;
5. The contents of established personnel policies, procedures, rules, and regulations;
6. Disciplinary actions;
7. Promotion decisions;
8. Layoff because of departmental reorganization, lack of work, reduction in force, or abolishment of position;
9. Matters involving employee compensation, wages, salary or other payroll-related issues;
10. The hiring, promotion, transfer, assignment, and retention of employees within the City;
11. Administrative suspension with pay, during any internal employment-related investigation;
12. City actions or inactions as it relates to another employee;
13. Violations of federal, state, or local law; and
14. Reassignments or job transfers.

## **V. Grievance Resolution Procedures**

A. Grievance forms are available from the HR Division of the Department of human resources, Appointing Authorities, Department Heads and direct supervisors. The Department of human resources's HR Division will track all grievances through the grievance process. The grievance form will establish and constitute the official record of grievance by an employee. The form will be appended at each subsequent step of the grievance process.

B. Each employee who feels aggrieved has a right to present a grievance to appropriate management personnel. All employees will be afforded fair, equitable, and expeditious review of their grievance without fear of any form of punishment, retaliation, or reprisal for such action. No retaliation against an employee who has filed a grievance will be tolerated. However, change in work assignments or job duties for business reasons does not constitute retaliation.

C. Should an employee allege that a supervisor has retaliated against him or her for utilizing this grievance procedure or participating in the grievance of another City employee, that employee may bypass Steps 1 and 2, and proceed under Step 3, and provide a written statement describing the perceived retaliation. Should an employee allege that he or she has been or is being retaliated against by the Appointing Authority or Department Head, as applicable, that employee may bypass Step 3 and submit the grievance and a written statement describing the perceived retaliation directly to the HR Division of the Department of human resources.

D. While a grievance is in progress, the grievant is expected to continue to work without interruption, in the performance of all duties.

E. A separate form shall be required for each individual grievance unless a group grievance is designated at Step 1. Parties of a group grievance forfeit their individual rights to file a grievance on the same issue.

F. A Request for Determination of Grievability form may be initiated by either the grievant or the Appointing Authority/Department Head/Supervisor when the grievability of an issue or matter is at question. A determination of grievability can be requested by either party at any time prior to the hearing before the Grievance Review Committee or City Manager.

G. There are five (5) categories of grievances listed on the employee grievance form instructions (FCGRF-0001):

1. Concerns regarding the application or violation of City or department rules, regulations, policies or procedures;
2. Unsafe, unhealthy or unsanitary working conditions;
3. Denials of Leave of Absence;
4. Classification issues related to whether the grievant is working outside of his or her assigned classification; and
5. Retaliation actions that result from utilization of the grievance procedure or participation in the grievance of another City employee.

H. The following steps shall govern the processing of employee grievances:

### **Step 1**

An employee who has a grievance shall initially discuss the issue or dispute directly with his immediate supervisor. If the matter itself concerns the employee's immediate supervisor, then the grievance should be taken to the next level supervisor, Department Head or Appointing Authority.

If the supervisor is unable to resolve the matter at that time, then a formal written grievance form should be submitted. Grievances shall be promptly filed. To be considered, a grievance must be filed in writing within twenty business days of the occurrence/event giving rise to the grievance.

A formal written grievance must contain the following information:

1. The date and a brief explanation of the incident or action giving rise to the grievance;
2. The reason the action is deemed to be inappropriate, impermissible, unjust or unfair;
3. The remedy or solution sought; and
4. The signature of the aggrieved employee.

The immediate supervisor should meet with the grievant and respond to the grievance within ten (10) working days (i.e., the supervisor's normal working days) unless an extension is granted by the City. Within the 10 working days, the supervisor shall conduct an investigation of the issues presented and provide a detailed explanation of said investigation on the grievance form. The grievance form, containing the findings and conclusions of the supervisor, along with the reasons for such findings and conclusions will be forwarded by the supervisor to the next level supervisor with copies of all documents used in conducting the investigation. The response will also provide instructions on who to appeal to if still aggrieved.

\* Note that in smaller departments, the Appointing Authority or Department Head may receive and process a grievance directly from Step 1 to Step 3 level if no intermediate level of supervision exists.

## **Step 2**

In most instances, the City would expect the supervisor's decision to be final and for the matter to come to a close. However, in some circumstances the employee may remain aggrieved and can seek review of the immediate supervisor's decision.

The request for review (i.e., if the grievance is not resolved during **Step 1** of the procedure to the employee's satisfaction, and the employee desires to pursue the matter) by the next level supervisor must be made within ten (10) working days of the original response to the employee's grievance. The request for review must be made by the employee in writing and/or the direct supervisor shall submit the completed grievance form to the next level supervisor. Within 10 working days of receipt of the appeal, the next level supervisor will meet with the grievant and provide a written response to the grievance on the grievance form. The written response, which shall include a detailed explanation of the findings of any investigations conducted, the decision on the grievance and the reason therefore, and all supporting documents.



Where the direct supervisor is the Appointing Authority or Department Head, then the grievance should immediately progress to Step 3.

### **Step 3**

If the employee remains aggrieved, there will be a final level of review within the department by the Appointing Authority or Department Head. The request for review must be made in writing to the Appointing Authority or Department Head within ten (10) working days of receipt of the Step 2 response, and should include a copy of the original grievance form as well as all previous supervisory responses to the grievance. Within ten (10) working days of receipt of the grievance form, the Appointing Authority or Department Head and/or designee shall conduct an investigation of the issues presented and shall then set forth in writing on the corresponding section of the grievance form the findings of the investigation. A copy of the grievance form, containing the findings and conclusions of the Appointing Authority or Department Head and/or designee, along with the reasons for such findings and conclusions, shall then be returned to the employee along with the copies of all documents used during the investigation.

If the grievance is resolved to an employee's satisfaction within the department, the Appointing Authority or Department Head and/or designee must submit the completed grievance form to the Grievance Coordinator. This form must contain signatures of the supervisor and/or designee, and employee, and must indicate the specific resolution, deadlines for any actions to be taken to fully resolve the grievance, and date of closure. The employee must be provided a copy of the completed grievance form.

If the Appointing Authority, Department Head or his/her staff breaches any condition of the agreed upon resolution within twelve (12) months of the grievance closure date, then the employee must inform the Appointing Authority, Department Head and/or designee in writing within five (5) working days of the alleged breach. The employee's notice must describe the alleged breach in detail and provide a date of the alleged breach. If the breach is not corrected within five (5) working days from the employee's notice, then the employee may proceed to Step 4 by filing a copy of the completed grievance form with the agreed-upon resolution and a copy of the employee's notice of breach with the HR Division within ten (10) working days from the date of the employee's notice of the breach. Any alleged breaches occurring more than twelve (12) months from the date of closure of the grievance should be treated as a new grievance.

### **Step 4**

If the grievance is not resolved by the Appointing Authority or Department Head and/or designee to the employee's satisfaction, and the employee desires to pursue the matter, the Appointing Authority, Department Head and/or designee must submit the completed grievance to the HR Operations Division within ten (10) working days of

reaching a decision. The HR Division shall submit the grievance form and attached evidence to the Grievance Review Committee for a hearing to be held at the earliest possible date.

A. Failure to follow procedure:

1. Channels of supervision between steps one (1) through three (3) as specified in this procedure shall be strictly followed.
2. The failure of supervisory employees or City officials to follow each step as outlined in this procedure shall entitle the employee to proceed to the next step in the grievance procedure. Supervisory employees or City officials who do not follow the steps outlined in the procedure shall be subject to disciplinary action by the affected Appointing Authority, Department Head and/or designee, the City Manager or his/her designee, or the Mayor and Councils, as appropriate. Examples of disciplinary actions include, but are not limited to, verbal and written warnings, suspension without pay, demotion, dismissal, and the loss of any salary increase during a 12-month period.

B. Extension of Time in the Grievance Procedure: Time limit requirements for employees and supervisors who request action on a grievance or departmental response to grievances as specified in this procedure may be extended by agreement in writing signed by the employee and Appointing Authority, Department Head and/or the designee any time prior to the deadline. Extension of time forms shall be available from the Grievance Coordinator. Extensions shall not exceed more than ten (10) days at any given step of this procedure. The original of the extension of time agreement shall be attached to the grievance form, one (1) copy shall be kept by the Appointing Authority, Department Head and/or designee, a copy shall be given to the employee and a copy forwarded to the Grievance Coordinator's office.

## **VI. Grievance Review Committee**

- A. An impartial Grievance Review Committee (hereinafter "Committee") consisting of five (5) members is established, empowered and authorized to recommend to the City Manager a resolution and settlement of any grievance covered by this procedure which has not been satisfactorily resolved during steps 1, 2, 3, 4 or as outlined in this procedure.
- B. Members of the Grievance Review Committee are not entitled to receive compensation for their services. The member selected from the community, however, shall receive per diem compensation.

- C. Vacancies for any reason shall be filled in accordance with this procedure.
- D. Membership of the Committee shall be as follows:

- 1. Two (2) members shall be elected by City of South Fulton employees in a City-wide election. The term of office for such members shall be two (2) years. Eligibility requirements are as follows:
  - (a) Permanent employee;
  - (b) Non-supervisory employee; and
  - (c) Signatures from thirty (30) City permanent employees supporting candidacy.

The Department of human resources shall verify the qualifications for employee candidates and shall coordinate elections using a democratic process with the assistance of the Registration and Elections Department as needed. The posts will be awarded to those two (2) candidates receiving the most votes. In the event an elected member resigns or becomes ineligible to serve, for whatever reason, the Department of human resources shall fill the vacancy for the unexpired term with the employee who received the next highest number of votes.

- 2. Two (2) members shall be appointed by the City Manager from the City of South Fulton workforce for staggered terms of two (2) years each, with selection eligibility as follows: Management Personnel or Supervisory Personnel. The City Manager shall provide notice to employees of the appointments.

In the event an appointed member resigns or becomes ineligible to serve for whatever reason, the vacancy will be filled by the City Manager by use of an alternate candidate list outlined in this procedure.

- 3. One (1) member shall be selected from the community by the Grievance Review Committee for a term of two (2) years, with selection eligibility as follows: human resource or employee relations experience of at least one (1) year within the last five (5) years.

In the event that the selected member resigns or becomes ineligible to serve, for whatever reason, the Committee shall repeat the aforementioned process.

E. Alternates

1. Alternates, to fill temporary or permanent vacancies on the Committee, shall be chosen in advance at the time of selection of a member. Once an alternate fills a permanent vacancy, a new alternate will be chosen in the following manner:
  - (a) An alternate will be chosen by the City Manager at the same time a permanent member is chosen by the City Manager. If the alternate fills a permanent vacancy, then a new alternate shall be chosen by the City Manager within twenty (20) working days.
  - (b) If a vacancy involves an elected member (employee City-wide election), the new alternate will be the person with the next highest vote total.
3. In the event two (2) members are elected from the same department, an equal number of alternates shall be selected from the next highest vote totals.
4. In the event two (2) members are appointed by the City Manager from the same department, the City Manager shall appoint an equal number of alternate members in order to comply with requirements set forth in this procedure.

F. New member orientation process

All Committee members shall be given an introduction to their roles and responsibilities, relevant City policy and procedures, personnel regulations and general meeting protocol, by the City Manager's office, Human Resources Director, and/or members of the Committee no more than thirty (30) days after taking office.

G. Removal of a Committee member:

By a majority vote, the Grievance Review Committee may recommend the removal of a member to the City Manager. A member may be recommended for removal for incompetency, inefficiency, dereliction or neglect of duty, malfeasance in office, or other good cause.

## **VII. Authority and Functions**

A. Upon formation of the Grievance Review Committee, a chairperson and a vice-chairperson shall be elected by the members of the Grievance Review Committee, and thereafter every January a chairperson and a vice-chairperson will be elected for a one-year term.

B. At least three (3) of the five (5) members must be present for all meetings, which shall constitute a quorum for the purpose of conducting business. Any Committee member who is employed by the grievant's department shall not participate in the hearing and shall not be counted for the purpose of reaching a quorum. The chairperson is responsible for ensuring a quorum is in place for all hearings.

C. To ensure that the Committee shall be impartial in its deliberations, and that an objective decision is rendered, any Committee member who is employed in the grievant's department will be excluded from the hearing. In the event that the elected chairperson is excluded, the vice-chairperson will conduct the hearing.

D. The legal counsel to the Committee shall be responsible for ruling on all procedural questions during the grievance hearings, and the chairperson of the Committee shall be responsible for answering all inquiries concerning the status of grievances processed by the Committee.

E. Required attendance at meetings of the Grievance Review Committee by any employee participant or witness shall be reported on a standard leave slip as "Official Leave" and shall not be charged to any other leave category. The Grievance Coordinator shall be responsible for notifying all participants and for coordinating with supervisors a release time for the grievant(s), witnesses and others. Both the grievant and department management shall be responsible for notifying the Grievance Coordinator in advance of hearings of the names and location of any employee witnesses who will appear during a hearing. It is the responsibility of the requesting parties to arrange the presence of any witnesses who are not City employees. Supervisors and/or designees and Appointing Authorities, Department Heads and/or designees are expected to assist the efforts of the Grievance Coordinator by arranging for employee release time in accordance with this Procedure.

F. All witnesses during a Grievance Review Committee hearing shall be sworn-in by the chairperson.

G. Record-keeping: All testimony during a Grievance Review Committee meeting shall be tape recorded, but shall not be transcribed, except at the cost of the requesting party. The Grievance Coordinator's office shall be responsible for

the typing and distribution of all approved "Grievance Recommendation Orders" and shall also be responsible for the storage and maintenance of appropriate grievance files and tapes. All such tape recordings shall be destroyed at the end of eighteen (18) months from the date of the Grievance Recommendation Order, unless otherwise requested by any party at interest. Such destruction shall be certified by the Office of the City Manager. The parties shall have the right to have a court reporter record the proceedings at their own expense and with twenty-four (24) hours prior notice to the opposing party. All exhibits shall be clearly identified.

H. The Grievance Review Committee reserves the right to determine its case calendar. Grievances shall be heard in the order or priority set and established by a quorum of the Committee.

I. Upon a majority vote, the Grievance Review Committee may deny or dismiss any grievance as "frivolous." A timely written explanation of a "frivolous" determination shall be provided to the grievant and Appointing Authority or Department Head. Within twenty (20) working days of the date of the written denial or dismissal, the grievant may appeal such finding to the City Manager. A frivolous grievance is one of little weight or importance and not worthy of serious consideration.

J. All committee meetings shall be conducted during normal working hours upon notification in writing from the Committee chairperson to all affected persons. No hearing shall progress beyond 4:00 p.m. on any hearing date. If more time is needed, a continuance shall be granted.

K. Any scheduled meeting of the Grievance Review Committee may be rescheduled with the mutual consent of the parties and upon notification to the chairperson of the Grievance Review Committee, or for good cause as determined by the chairperson.

L. "No Shows": In the event that neither party to a grievance reports at the scheduled date and time for the hearing, the hearing will be rescheduled. If one party reports at the scheduled date and time and the other party does not, the grievance will be resolved in favor of the party reporting as scheduled.

M. Grievance Recommendation Orders:

1. The Grievance Review Committee shall have the authority to issue Grievance Recommendation Orders to the City Manager or his/her designee. All Grievance Recommendation Orders shall be signed by a majority of the committee members who participated in the grievance hearing.

2. The Committee and City Manager shall seek advice when necessary from the Department Head, Appointing Authority, the Human Resources Director, or from the City Attorney, prior to issuing or approving a Grievance Recommendation Order.

3. Recommendations by the Grievance Review Committee contained in the Grievance Recommendation Order shall be objective, reasonable and impartial; and may identify instances where personal or political prejudices are suspected, and determine when undue hardship results from a grievance action.

4. Recommendations by the Grievance Review Committee in the Grievance Recommendation Order shall be non-precedential. However, recommendations made by the Grievance Review Committee may give due consideration to past practices and decisions concerning other grievances of a similar nature.

5. The City Manager is authorized to approve or not approve a Grievance Recommendation Order. Once approved, Grievance Recommendation Orders shall be signed by the City Manager, and shall become a matter of official record and subject to the Georgia Open Records Act. Copies shall be furnished to all parties at interest, and a copy shall be placed in the grievant's official personnel file.

6. Every Grievance Recommendation Order shall:

- (a) Contain a summary of the issues raised by the grievant;
- (b) Set forth in writing the decision of the Committee, the reason(s) therefore, and attach any/all supporting documents; and
- (c) Describe in detail the resolution of the Grievance Review Committee including specific actions and deadlines needed to satisfy recommendation contained in the Grievance Recommendation Order. Grievance Recommendation Orders shall not include any medical or health related documents as attachments except for those orders to be placed in Department of human resources files.
- (d) All Grievance Recommendation Orders shall be delivered to the Department Head or Appointing Authority and the grievant no more than five (5) working days after signature of the committee members and no more than five (5) working

days after signature of the City Manager or his/her designee.

7. The department shall comply with the recommendations contained in a Grievance Recommendation Order approved by the City Manager within five (5) working days of receipt. The Department of human resources, through the Grievance Coordinator, shall verify compliance with all Grievance Recommendation Orders.

8. Evidence of default on an approved Grievance Recommendation Order shall be referred to the City Manager or his/her designee for immediate review, disposition and disciplinary action.

9. A Grievance Recommendation Order, once approved or disapproved by the City Manager, shall be final and no further appeals may be permitted.

### **VIII. Conduct of Grievance Step Meetings**

Personal face-to-face meetings are required at all steps. The employee and City management may have a representative present at all steps. If the employee is represented by legal counsel, management likewise has the option of being represented by counsel. The parties to the grievance may by mutual agreement waive any or all intermediate steps or meetings, with the exception of the initial grievance and reducing the grievance to writing. Upon written request from the grievant to the Appointing Authority, Department Head, City management shall waive the first and second step grievance meetings in cases of termination, suspension, or demotion. Time spent attending grievance step meetings during the grievant's regularly scheduled hours shall be considered work time and the use of personal leave is not required.

At all steps, appropriate witnesses also may be asked to provide information. Witnesses shall be present only while actually providing testimony. Any time spent providing information during the witness's regularly scheduled hours shall be reported and recorded as "Official Leave" as described in Section VII.E above.

### **IX. Failure to Follow Procedure**

Channels of supervision between steps 1 through 3 as specified in this procedure shall be strictly followed.

The failure of supervisory employees or City officials to follow each step as outlined in this procedure, including adhering to timeframes/deadlines, shall entitle the employee to proceed to the next step in the grievance procedure. Supervisory employees or City officials who do not follow the steps outlined in the procedure shall be subject to disciplinary action by the affected Appointing Authority, Department Head, City Manager, or Board of Councils as appropriate. Examples of



disciplinary actions include, but are not limited to, verbal and written warnings, suspension without pay, demotion, dismissal, and the loss of any salary increase during a 12-month period.

#### **X. Extension of Time in the Grievance Procedure**

Time limit requirements for employees and supervisors who request action on a grievance or departmental response to grievances as specified in this procedure may be extended by the City within 5 to 7 work days from receipt of the request. Extension of time forms shall be available from the HR Division of the Department of human resources. Extensions shall not exceed more than 10 days at any given step of this procedure. The original of the extension of time form shall be attached to the grievance form, one copy shall be kept by the Appointing Authority, Department Head and/or designee, a copy shall be given to the employee and a copy forwarded to the Grievance Coordinator's office.

#### **XI. Resolution of Grievance by Mutual Consent of the Parties**

Any grievance shall be considered resolved at the completion of any step if all parties are satisfied. In fact, it is expected that most grievances will be resolved at the first or second step. However, nothing in this procedure should be construed as limiting the employee's right to exhaust the remedies provided by this procedure.

#### **Employee Grievance Form Instructions (FCGRF-001)**

Before filling out this form, please read carefully and comply with Policy and Procedure 309-16, "Employee Grievances." Copies of grievance forms are available from the HR Division of the Department of human resources. All employees will be afforded fair, equitable and expeditious review of their grievance without fear of any form of punishment, retaliation or discrimination for such action. No retaliation against an employee who has filed a grievance will be tolerated. Report all issues or concerns regarding acts of retaliation to the Department of human resources, HR Division at 404-613-0902 or 404-613-0916. While a grievance is in process, the grievant is expected to continue to work without interruption in the performance of duties. The employee shall be limited to either a recognized City of South Fulton Union representative or a member of the State Bar of Georgia.

1. Grievant fills out the top section of the form showing name, position title, department and division, phone number, and indicates the category of grievance (see #3 below). The grievance must show the time, date and place of occurrence. The grievant then states in writing the nature of the grievance, the facts supporting the grievance, all corroborating documents, if any, and the requested remedy. Grievances not listing a requested remedy are incomplete and will not be returned to grievant for completion. Attach additional sheets to the form as necessary. Complete the form using a ball point pen (please print) or computer.

2. One completed form shall be required for each individual grievance, unless a group grievance is filed along with a Group Grievance Roster Form (FCGRF-003). The original grievance form must be signed, dated and submitted by the employee to the immediate supervisor and/or designee within 20 working days of the incident giving rise to the grievance or of becoming aware of the incident giving rise to the grievance.
3. The grievant indicates in writing **one** of the five categories in the upper right-hand corner of the form to identify the type of issue involved as follows:
  - (a) Concerns regarding the application or violation of City or department rules, regulations, policies or procedures;
  - (b) Unsafe, unhealthy or unsanitary working conditions;
  - (c) Denials of Leave of Absence;
  - (d) Classification issues related to whether the grievant is working outside of his or her assigned classification; and
  - (e) Retaliatory actions that result from utilization of the grievance procedure or participation in the grievance of another City employee.
4. Grievant submits the grievance form to the immediate supervisor and sends copies of the form to the Appointing Authority or Department Head, as applicable, and the Department of human resources, HR Division, 141 Pryor Street, SW, Suite 3030, Atlanta, GA 30303. Policy and Procedure prescribed time limits shall be strictly observed by all persons at all levels, unless an extension form (FCGRF-005) is properly executed. Failure of supervisory employees or City officials to follow each step as outlined in this procedure shall entitle the employee to proceed to the next step in the grievance procedure. Supervisory employees or City officials who do not follow the steps outlined in the procedure shall be subject to disciplinary action by the affected Appointing Authority or Department Head, as applicable, and/or designee, the City Manager or his/her designee, or the Mayor and Councils as appropriate. Copies of extension forms are available from the Department of human resources, HR Division, 141 Pryor Street SW, Suite 3054, Atlanta, GA 30303. This form must contain signatures of the supervisor and/or designee and grievant, and must indicate the specific resolution and date of closure.
5. If the grievance is resolved to an employee's satisfaction within the department, the Appointing Authority or Department Head, as applicable, and/or designee must submit the completed grievance form to the Department of human resources, HR Division,

141 Pryor Street SW, Suite 3030, Atlanta, GA 30303. This form must contain signatures of the supervisor and/or designee and grievant, and must indicate the specific resolution, deadlines for any actions to fully resolve the grievance, and date of closure. The employee must be provided a copy of the completed grievance form.

6. If the Appointing Authority or Department Head, as applicable, or his/her staff breach any condition of the agreed upon inter-department resolution within six (6) months of the grievance closure date, then the employee must inform the Appointing Authority or Department Head, as applicable, and/or designee in writing within five (5) working days of the alleged breach. The employee's notice must describe the alleged breach in detail and provide a date of the alleged breach. If the breach is not corrected within five (5) working days from the employee's notice, then within ten (10) working days from the date of the employee's notice, the employee may submit the completed grievance form that includes the resolution originally reached and the employee's notice of breach to the HR Division. Any alleged breaches occurring more than six (6) months from the date of closure of the grievance should be treated as a new grievance. (See Breach of Grievance Resolution Form—FCGRF 0007)
7. If the grievance is not resolved within the department, to the employee's satisfaction, and the employee desires to pursue the matter, the Appointing Authority or Department Head, as applicable, must submit the completed grievance to the Department of human resources, HR Division, within 10 working days of reaching a decision of non-resolution. (See Non-Resolution of Grievance Form— FCGRF 0006)

# DEPARTMENT OF HUMAN RESOURCES

## EMPLOYEE GRIEVANCE FORM (FCGRF-002)

PERSONNEL POLICY 309-16

☐ Individual Grievance

☐ Group Grievance (include Group Roster FCGRF-003)

<b>First and Last Name of Grievant/ Spokesperson:</b>	<b>Grievance Category (see FCGRF-001):</b>
<b>Department/Division:</b>	<b>Mailing Address:</b>
<b>Date, Time, and Place of Occurrence:</b>	<b>Phone Number:</b>

**Step #1 Grievant:** *Brief description of grievance including statements of facts and issues (use additional sheets if needed). Attach supporting documents.*

**Requested Remedy:** *(Grievances not listing a requested remedy are incomplete and will be returned to the grievant for completion).*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Step #2 Immediate Supervisor:** *Summarize and attach supporting documents.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Step #3 Mid-Level Supervisor:** *Summarize and attach supporting documents.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Step #4 Appointing Authority or Designee:** *Summarize and attach supporting documents.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### TO BE COMPLETED BY HR

**File Number:**

**Signature:**

### **Employee Grievance Form Instructions (FCGRF-001)**

Before filling out this form, please read carefully and comply with Policy and Procedure 309-16, "Employee Grievances." Copies of grievance forms are available from the HR Division of the Department of human resources. All employees will be afforded fair, equitable and expeditious review of their grievance without fear of any form of punishment, retaliation or discrimination for such action. No retaliation against an employee who has filed a grievance will be tolerated. Report all issues or concerns regarding acts of retaliation to the Department of human resources, HR Division at 404-613-0902 or 404-613-0916. While a grievance is in process, the grievant is expected to continue to work without interruption in the performance of duties. The employee shall be limited to either a recognized City of South Fulton Union representative or a member of the State Bar of Georgia.

1. Grievant fills out the top section of the form showing name, position title, department and division, phone number, and indicates the category of grievance (see #3 below). The grievance must show the time, date and place of occurrence. The grievant then states in writing the nature of the grievance, the facts supporting the grievance, all corroborating documents, if any, and the requested remedy. Grievances not listing a requested remedy are incomplete and will not be returned to grievant for completion. Attach additional sheets to the form as necessary. Complete the form using a ball point pen (please print) or computer.
2. One completed form shall be required for each individual grievance, unless a group grievance is filed along with a Group Grievance Roster Form (FCGRF-003). The original grievance form must be signed, dated and submitted by the employee to the immediate supervisor and/or designee within 20 working days of the incident giving rise to the grievance or of becoming aware of the incident giving rise to the grievance.
3. The grievant indicates in writing **one** of the five categories in the upper right-hand corner of the form to identify the type of issue involved as follows:
  - a) Concerns regarding the application or violation of City or department rules, regulations, policies or procedures;
  - b) Unsafe, unhealthy or unsanitary working conditions;
  - c) Denials of Leave of Absence;
  - d) Classification and pay issues; and
  - e) Retaliatory actions that result from utilization of the grievance procedure or participation in the grievance of another City employee.
4. Grievant submits the grievance form to the immediate supervisor and sends copies of the form to the Appointing Authority or Department Head, as applicable, and the Department of human resources, HR Division, 141 Pryor Street, SW, Suite 3030, Atlanta, GA 30303. Policy and Procedure prescribed time limits shall be strictly observed by all persons at all levels, unless an extension form (FCGRF-005) is properly executed. Failure of supervisory employees or City officials to follow each step as outlined in this procedure shall entitle the employee to proceed to the next step in the grievance procedure. Supervisory employees or City officials who do not follow the steps outlined in the procedure shall be subject to disciplinary action by the affected Appointing Authority or Department Head, as applicable, and/or designee, the City Manager or his/her designee, or the Mayor and Councils as appropriate. Copies of extension forms are available from the Department of human resources, HR Division, 141 Pryor Street SW, Suite 3030, Atlanta, GA 30303. This form must contain signatures of the supervisor and/or designee and grievant, and must indicate the specific resolution and date of closure.
5. If the grievance is resolved to an employee's satisfaction within the department, the Appointing Authority or Department Head, as applicable, and/or designee must submit the completed grievance form to the Department of human resources, HR Division, 141 Pryor Street SW, Suite 3030, Atlanta, GA 30303. This form must contain signatures of the supervisor and/or designee and grievant, and must indicate the specific resolution, deadlines for any actions to fully resolve the grievance, and date of closure. The employee must be provided a copy of the completed grievance form.
6. If the Appointing Authority or Department Head, as applicable, or his/her staff breach any condition of the agreed upon inter-department resolution within six (6) months of the grievance closure date, then the employee must inform the Appointing Authority or Department Head, as applicable, and/or designee in writing within five (5) working days of the alleged breach. The employee's notice must describe the alleged breach in detail and provide a date of the alleged breach. If the breach is not corrected within five (5) working days from the employee's notice, then within ten (10) working days from the date of the employee's notice, the employee may submit the completed grievance form that includes the resolution originally reached and the employee's notice of breach to the HR Division. Any alleged breaches occurring more than six (6) months from the date of closure of the grievance should be treated as a new grievance. (See Breach of Grievance Resolution Form— FCGRF 007)
7. If the grievance is not resolved within the department, to the employee's satisfaction, and the employee desires to pursue the matter, the Appointing Authority or Department Head, as applicable, must submit the completed grievance to the Department of human resources, HR Division, within 10 working days of reaching a decision of non-resolution. (See Non-Resolution of Grievance Form—FCGRF 006).

**DEPARTMENT OF HUMAN RESOURCES  
EMPLOYEE GRIEVANCE**

**EMPLOYEE GROUP GRIEVANCE ROSTER (FCGRF-003)**

PERSONNEL POLICY 309-16

*By signing my name to this form, I understand that I will be considered a participant in a City of South Fulton Employee Group Grievance and I forfeit my right to file an individual grievance on the same concern based upon the following issue and remedy requested (attach additional sheets if necessary):*

<b>Facts/ Issue</b>

<b>Requested Remedy</b>

*This is an issue that has unfavorably affected my personal employment within twenty (20) calendar days of filing this grievance or I have become aware of this issue through the exercise of reasonable diligence within twenty (20) calendar days of filing this grievance. I have read the entire grievance on the attached City of South Fulton grievance form and agree with the information contained in the grievance.*

<b>Print Employee Name</b>	<b>Phone Number</b>	<b>Employee Signature</b>

<b>Spokesperson:</b>
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# DEPARTMENT OF HUMAN RESOURCES

## EMPLOYEE GRIEVANCE

### REQUEST FOR DETERMINATION OF GRIEVABILITY (FCGRF-004)

PERSONNEL POLICY 309-16

**Instructions:** Use this form to request a determination of grievability. This may be reviewed at any time after a grievance has been filed, but prior to a hearing before the Grievance Review Committee.

<b>Date of Request:</b>	<b>Step #:</b>	<b>Case File #:</b>
<b>Grievant's Name:</b>	<b>Requestor's Name and Job Title:</b>	
<b>Reason for Request and Date of Occurrence:</b>		
<b>Requestor's Signature:</b>		

#### DECISION OF HUMAN RESOURCES DIRECTOR OR DESIGNEE

<input type="checkbox"/> The matter <b>is</b> grievable	<input type="checkbox"/> The matter <b>is not</b> grievable
<b>Comments:</b>	
<b>Signature of Human Resources Director or Designee:</b>	<b>Date:</b>

# DEPARTMENT OF HUMAN RESOURCES

## EMPLOYEE GRIEVANCE

### EXTENSION OF TIME FOR GRIEVANCE PROCEDURE (FCGRF-005)

PERSONNEL POLICY 309-16

Pursuant to the Grievance Procedure, the parties agree to extend the prescribed time period to allow for further investigation, findings and decisions in the grievances filed by (grievant name): \_\_\_\_\_ on (date) \_\_\_\_\_.

Signature of Grievant/ Spokesperson:	Date:
Appointing Authority or Department Head:	Date:

*Time limit requirements for employees and supervisors who request action on a grievance or departmental response to grievances as specified in this procedure may be extended by the City within 5 to 7 work days from receipt of the request. Extension of time forms shall be available from the HR Division of the Department of human resources. Extensions shall not exceed more than 10 days at any given step of this procedure. The original of the extension of time form shall be attached to the grievance form, one copy shall be kept by the Appointing Authority, Department Head and/or designee, a copy shall be given to the employee and a copy forwarded to the Grievance Coordinator's office.*



# DEPARTMENT OF HUMAN RESOURCES

## EMPLOYEE GRIEVANCE

### NON-RESOLUTION OF GRIEVANCE (FCGRF-006)

PERSONNEL POLICY 309-16

**Instructions:** Submit this form to the Department of human resources, HR Division within 10 working days of reaching a decision of non-resolution.

<b>Department:</b>	<b>Case File #:</b>	<b>Date of Grievance:</b>
<b>Grievant's Name:</b>	<b>Appointing Authority/ Designee:</b>	
<b>Describe in detail the reason(s) for non-resolution:</b>		
<b>Grievant's Signature:</b> <b>Date:</b>		
<b>Appointing Authority/ Designee's Signature:</b> <b>Date:</b>		

# DEPARTMENT OF HUMAN RESOURCES

## EMPLOYEE GRIEVANCE

### BREACH OF GRIEVANCE RESOLUTION (FCGRF-007)

PERSONNEL POLICY 309-16

**Instructions:** Use this form to inform the Appointing Authority or Department Head, as applicable, and/or designee of the alleged breach of any condition of the agreed upon inter-department resolution. If the breach is not corrected within 5 working days, submit this form, along with the completed grievance form (which includes the resolution originally reached and the employee's notice), to the HR Division.

<b>Date of Breach:</b>	<b>Case File #:</b>	<b>Date of Grievance:</b>
<b>Grievant's Name:</b>	<b>Appointing Authority/ Designee:</b>	
<b>Describe in detail the alleged breach:</b>		
<b>Grievant's Signature:</b>		
<b>Date:</b>		
<b>Appointing Authority/ Designee's Signature:</b>		
<b>Date:</b>		

## **PERSONNEL POLICY**

### **SUBJECT: EMPLOYEE RECOGNITION**

DATE: January 1, 2017

Number: 310-16

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#### **I. Statement of the Policy**

City of South Fulton seeks to recognize its employees for their continuous years of service, exemplary contributions to City of South Fulton and extra efforts that exceed normal job requirements. The City Manager and/or his designated staff shall develop, administer and modify a total rewards compensation system that encourages the City's employees to develop themselves professionally and maximize their potential. The City Manager is authorized to use both monetary and non-monetary means to provide incentives based on individual, group and/or departmental contributions and performance. The City Manager shall include adequate funds, when available, and a methodology for the total rewards compensation program in each annual budget presented for the Mayor and Councils' approval. The Mayor and Councils shall be provided with a year-end report on the success of the total rewards compensation system each year that such program is in force.

#### **II. Background and Applicability**

All current employees are eligible for Employee Recognition awards.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: EMPLOYEE RECOGNITION**

DATE: January 1, 2017

Number: 310-16

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#### **I. Monetary and Non-Monetary Awards**

A non-monetary award may be granted to recognize employees for continuous years of service, exemplary contributions to City of South Fulton and extra efforts that exceed normal job requirements. Non-monetary awards may be awarded by supervisors, Appointing Authorities or the City Manager. Monetary awards must be first approved by the City Manager.

Individual and group contributions may be recognized.

#### **II. Wages and Other Recognition**

Any award to an employee will not be used in place of paying wages due to an employee, such as overtime or compensatory time, and is not meant to replace other traditional methods of recognition, but rather to increase options in rewarding and reinforcing employee excellence.

## **PERSONNEL POLICY**

### **SUBJECT: EMPLOYMENT OF RELATIVES**

DATE: January 1, 2017

Number: 311-16

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#### **I. Statement of the Policy**

City of South Fulton discourages nepotism, but does not prohibit the hiring of qualified applicants who are relatives of current employees. City of South Fulton also encourages collegial relationships, but discourages relationships that could disrupt the work environment or lead to an actual or perceived conflict of interest.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: EMPLOYMENT OF RELATIVES**

DATE: January 1, 2017

Number: 311-16

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#### **I. Offer of employment to relative**

Prior to extending an offer of employment to the relative of any current employee, an Appointing Authority must submit a written request for approval to the Human Resources Director. All requests for approval of the appointment of a relative must be accompanied by documentation that demonstrates that the relative is the person best qualified to perform the work required by the position. If the Human Resources Director disapproves of a request to appoint a relative, then the requesting Appointing Authority may appeal to the City Manager, whose decision will be final. Appointing Authorities are responsible for ensuring that this procedure is followed when hiring the relative of a current employee. Appointing Authorities who extend job offers to relatives of current employees without the approval of either the Human Resources Director or City Manager may be subject to disciplinary action by the City Manager.

#### **II. Employment of relatives within the same department**

Notwithstanding Section (1) above, no individual shall be hired, promoted or permitted to transfer into any position where the Appointing Authority, department head or someone who will be in the employee's direct chain of command is a relative. Pre-existing employment relationships falling within the purview of this paragraph will be permitted to continue; however, that exception does not apply to reemployment, promotions, demotions, reassignments, and lateral transfers that occur after the effective date of this Policy. Moreover, relatives shall not work for the same direct supervisor without the prior approval of the Human Resources Director. An employee must notify the Department of human resources in writing whenever a promotion, demotion, reassignment or lateral transfer of an employee would result in a violation of this paragraph.

#### **III. Restrictions on supervisory relationships between relatives**

No individual shall be hired, reinstated, reemployed, transferred, promoted, demoted or assigned to any position that is under the direct or indirect supervision or control of a relative. "Supervision" means the authority to direct, control, and/or participate, either directly or through chain of command, in decisions concerning or affecting the terms and conditions of an individual's employment. "Terms and conditions of employment" include but are not limited to appointment, salary, hours, shifts, transfers, assignments, leave approval, working conditions, performance evaluations, promotions, training, classification, retention, evaluation, demotion, discipline and all other job-related opportunities and privileges. An employee must notify the

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

Appointing Authority in writing whenever a promotion, demotion, reassignment or transfer of the employee would result in a violation of this paragraph.

**IV. No influence by relatives**

No employee shall initiate, participate in, or exert any influence on any personnel action which may directly affect the employment status of a relative. No employee shall select, advocate or recommend (either orally or in writing) a relative for appointment, employment, promotion, or advancement to any position with City of South Fulton. Referring a relative for consideration for appointment, employment, promotion, or advancement to a position (including forwarding or distributing resumes or applications on behalf of a relative) is also prohibited.

**V. Disclosure required**

All applicants for employment with City of South Fulton are required to disclose the names of any relatives currently employed by City of South Fulton on the application for employment. Should an Appointing Authority extend an offer of employment to a relative of a current employee, it is the responsibility of the applicant to fully disclose the relationship to the Appointing Authority before the offer of employment is accepted. The intentional failure to disclose a relative relationship constitutes a violation of this Policy and may be grounds for rescission of the offer of employment, non-selection and/or discipline, up to and including termination.

**VI. Changes in status**

It is the responsibility of every employee to keep his or her Appointing Authority informed of any changes relevant to the Employment of Relatives Policy and this procedure. Failure to timely report such changes may result in disciplinary action up to and including termination. Employees within the same department who become related through marriage shall notify their Appointing Authority in writing within five business days.

The Appointing Authority, in consultation with the Department of human resources, shall determine whether a supervisory relationship exists between the employees and, if appropriate, make such changes as are necessary to prevent and/or remedy any violations of this Policy. Both employees will be permitted to retain their positions within the department provided that one is not under the direct or indirect supervision of the other. If one employee is under direct or indirect supervision of the other, the Appointing Authority shall consult with the Department of human resources to identify alternative arrangements for reporting, evaluation, assessment, and supervision.

Such arrangements may include, but are not limited to, the transfer of supervisory authority, restructuring of job duties or reporting relationships, assignment to a new shift, or reassignment of one of the employees to another division within the department. When alternative arrangements within the department cannot be made or are not practical for business reasons, the matter shall be referred to the Human Resources Director who shall make every reasonable effort to facilitate the transfer of one of the employees to a comparable vacant position in another department. If a position in the same job classification is not available, the Human Resources Director may offer the employee a transfer to a vacant position in another classification for which the employee is qualified.

In the absence of an agreement which is satisfactory to all affected parties, the employee with the lower pay grade, or, if the employees are of the same grade, the employee with the least amount of active creditable service shall be transferred. All transfers are subject to approval by the Appointing Authority of the receiving department, who may, at his or her

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

discretion, choose to interview the employee referred for transfer. Any action that results in movement to a position assigned to a lower salary grade, that results in a reduction in salary or compensation shall not be considered disciplinary in nature and shall not be subject to appeal to the Hearing Officer. Should the employee subject to transfer decline the offer to transfer to an available position, the Appointing Authority, in consultation with the Human Resources Director, is authorized to take appropriate action to resolve the violation of this Policy.

## **VII. Definitions**

For purposes of this Personnel Regulation, "relative" is defined as an individual's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, common-law spouse, domestic partner, grandchild, grandparent, father-in-law, mother-in law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, foster parent, foster brother, foster sister, fiancé, fiancée or legal guardian. The term "relative," as used in this policy, also includes relationships between individuals who are in a consensual romantic, sexual, dating or other intimate relationship, regardless of whether they are cohabitating.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



## **PERSONNEL POLICY**

### **SUBJECT: FITNESS FOR DUTY**

DATE: January 1, 2017

Number: 312-16

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#### **I. Statement of the Policy**

The City has a strong commitment to providing a safe work environment for its employees and ensuring that each employee is able to perform the essential functions of his or her position, with or without a reasonable accommodation. In addition, the City is committed to complying with relevant regulations and contractual obligations; protecting the health and safety of the City's employees, customers and the public; protecting and enhancing the City's reputation; minimizing the City's exposure to liability; and improving the City's productivity.

The City is committed to complying with all relevant regulations and statutes. If any portion of this policy is contrary to any applicable law, the City will abide by the applicable law. In the event that applicable state law regarding fitness for duty examinations is more restrictive than federal law, the more restrictive state law will apply. Disability-related accommodations will be provided in regard to fitness for duty situations in accordance with applicable law.

Employees of the City are expected to report for work fit for duty, and, in the event an employee appears unfit, action will be taken. The nature of that action should depend on the situation. Depending on the facts and circumstances, the employee may be removed from work, and/or given a drug or alcohol test, and/or sent for a job-related fitness for duty examination, and/or placed on Official Leave pending certification that they are safe to resume their job duties. The City's fitness for duty procedures are set forth in the accompanying Fitness for Duty Procedure. Fitness for Duty Evaluation should not be used as a substitute for standard disciplinary measures if discipline is appropriate due to behavior or performance problems that have occurred.

## **II. Background and Applicability**

This Policy and accompanying Procedure shall apply to all City of South Fulton employees. This Policy and accompanying Procedure in no way give any employee a property interest in employment with City of South Fulton.

## **III. Definitions**

- Fitness for Duty ("FFD") Evaluation is defined as an examination performed by a licensed physician, psychologist, psychiatrist or other appropriate health care provider that determines an employee's ability to perform the essential functions of his/her particular job and/or, if circumstances warrant, to evaluate accommodations related to a disability (as defined by law) and/or to determine whether the employee's disability poses a direct threat to the safety of the employee or others.
- Appointing Authority is defined as the person or persons authorized by law or delegated the authority to make appointments to fill positions, and who is the executive head of a department.

## **IV. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: FITNESS FOR DUTY**

DATE: January 1, 2017

Number: 312-16

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#### **I. Responsibilities**

Primary responsibility for fitness for duty rests with each employee. Employees are expected to inform their supervisors of any physical or mental impairment that is affecting their ability to work, including the use of medications that may impair their ability to work. In doing so, employees are not required to disclose a disability that they don't wish to disclose. Instead they should explain how their work safety or work performance is being affected by whatever circumstances exist. Only if employees wish to explain the nature of the disability or seek a reasonable accommodation should they discuss the disability.

Further, subject to applicable law, employees may be submitted to a fitness for duty examination if an observation of an employee's performance or behavior results in a concern regarding the individual's fitness to work that impacts the health and safety of themselves or others in the workplace. For example, a medical examination may be appropriate during employment under the following situations:

1. After observing signs or symptoms indicating that an employee may have a medical condition that impairs his or her ability to perform essential job functions and/or potentially poses a direct threat to the employee or others, which could include some or all of the following signs or symptoms:

- Complaints about behaviors or observed behaviors, involving on-duty conduct, including inappropriate behavior, threatened use of force, inappropriate verbal conduct, or any conduct suggesting an inability to effectively exercise self-control and self-discipline.
- An abrupt or negative change in customary behavior, resulting in an inability to effectively perform the essential functions of the position.
- Observed physical problems that are affecting the ability to perform the essential functions of the job, such as problems lifting, walking up stairs, focusing or talking in a manner that suggests unusual behavior or the

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effect of a physical or psychological problem.

- Suicidal, homicidal or violent statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive drowsiness, tiredness, confusion, or hyperactivity.
- Change in behavioral patterns or inattention to personal hygiene or health that affect performance on the job or create problems in interacting with others.
- Inappropriate use of alcohol, medications, or other drugs, including symptoms of illegal drug use.
- Memory loss that affects performance on the job or creates problems in interacting with others.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.

2. After receiving reliable information from a credible third party that an employee may have a medical condition that poses a direct threat to the employee or others.

3. Following an employee's return from leave when the City has a reasonable belief the employee may pose a direct threat to his/her safety or the safety of others due to a medical condition.

4. As part of a uniform policy to require fitness for duty certification upon return from a leave of absence related to an employee's own health condition. Return from an FMLA leave will be done consistent with FMLA regulations, but in appropriate circumstances, a direct threat or other permitted medical analysis may be done where it is legitimate to do so under the Americans with Disabilities Act or other applicable law. What the City should do in regard to the above circumstances depends on the situation. Depending on the facts and circumstances, the employee may be removed from work, and/or given a drug or alcohol test, and/or a threat assessment may be appropriate, and/or the employee may be sent for a job-related fitness for duty examination, and/or the employee may be placed on Official Leave pending certification that he or she is safe to resume his or her job duties.

***It is the responsibility of an employee's immediate supervisor to determine whether there is a need for requesting a Fitness for Duty evaluation, a drug or alcohol test or when there is a threat of imminent danger to the employee or others, which may warrant calling police services at 911. All such calls will be reported immediately to the appropriate Appointing Authority. If a supervisor needs assistance in evaluating a particular situation, he or she should contact the Office of the City Attorney or the Department of human resources's HR Policy Advisor.***

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## **II. Procedures**

### **A. General Provisions**

Required medical examinations will only elicit information necessary to determine whether the employee can perform the essential functions of the job with or without a reasonable accommodation and, in some circumstances, without posing a direct threat to himself/herself or others. The scope of any medical or fitness for duty examination will be limited to the employee's specific limitations or observed behaviors that affect the performance of essential job functions, raise the possibility of potential accommodations and/or pose a direct threat to the employee or others.

### **B. Request for Fitness for Duty Evaluation**

1. When conditions warranting evaluation have been identified, the supervisor should, at any appropriate time, describe in a confidential written memorandum, the circumstance(s) that indicate that the employee's mental or physical fitness may be in question. Supervisors should describe how the employee's ability to perform essential job functions is affected or poses a direct threat by the observed behavior at work. Any written documents from the employee's treating physician(s), psychologist(s), psychiatrist or other qualified health care provider that the employee has provided should be attached to the memorandum and forwarded to the appropriate Appointing Authority (such documents should not, however, be sent to persons who have no legitimate need to know of such information). This material should be sent in a sealed envelope marked "CONFIDENTIAL MEDICAL INFORMATION".

2. The Appointing Authority shall forward to the Human Resources Director or his/her designee, in a sealed envelope marked "CONFIDENTIAL MEDICAL INFORMATION," the supervisor's memorandum and any attachments, along with a transmittal memorandum and a copy of the relevant job description.

3. The Human Resources Director or designee shall be responsible for the following actions:

- The Human Resources Director or designee shall review the package for completeness. Complete packages will be forwarded to the Director of Health and Wellness for a determination as to whether the circumstances warrant a Fitness for Duty Evaluation. A medical analysis will be conducted by the Director of Health and Wellness or designee. If the Director of Health and Wellness or designee concludes that an evaluation is needed, the Human Resources Director or designee shall coordinate the necessary arrangements for the evaluation.
- If the FFD evaluation request is not approved, the Human Resources Director shall notify the Appointing Authority and, where appropriate, the employee.

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### **C. Notice to Employee of Fitness for Duty Evaluation Directive**

1. Once the determination is made that an FFD evaluation is necessary, the Appointing Authority or his/her designee shall notify the employee in writing via certified mail or other appropriate means, that an FFD evaluation is required. The notification shall include reasons for the evaluation. To the degree reasonably possible, it should also specify the date, time and place of the evaluation. The employee may be required to sign a limited medical release for any information obtained during the FFD process at the first FFD appointment. An employee's refusal to sign the limited medical release may result in disciplinary action, up to and including dismissal. In most circumstances, the employee immediately shall be placed on Official Leave with pay pending the outcome of the evaluation.

2. The physician, psychologist, psychiatrist or other qualified health care provider conducting the evaluation shall be chosen by the Department of human resources. In some circumstances, the medical professional may have to consider or apply certain standards or qualifications, such as DOT-related fitness for duty situations. The evaluator should be familiar with Fitness for Duty evaluation procedures and testing protocols, and must be willing to submit her/his findings in writing. For all cases that involve a specialized field, such as law enforcement, the examining evaluator should have expertise in performing Fitness for Duty evaluations for employees working in the specialized field. The employee's Appointing Authority is responsible for advising the Human Resources Director or his/her designee of any special requirements or knowledge related to the employee's essential job functions. All costs associated with this evaluation shall be the responsibility of the City.

### **D. The Fitness for Duty Report**

1. Contents of the report should include the following:
  - A statement that indicates whether the employee is "Fit for Duty" or "Unfit for Duty" in his/her present job;
  - a list of all tests/analyses conducted in the evaluation;
  - an estimated length of time an employee may be found Unfit or Fit, and any professional recommendations for accommodations if the situation involves a disability; and
  - an explanation of the specific reason(s) the evaluator reached his/her conclusion.

Note that additional information may need to be provided in the Report if the fitness for duty examination deals with a disability and accommodations should be considered or for purposes of determining whether a "direct threat" exists under the Americans with Disabilities Act.

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2. The report from the physician, psychologist, psychiatrist or other qualified health care provider conducting the evaluation shall be sent directly to the Human Resources Director or his/her designee, who shall contact the Appointing Authority to discuss the results. The report will be placed in a sealed envelope marked "CONFIDENTIAL MEDICAL INFORMATION" and retained in the employee's separate and secure medical file located in the Department of human resources (this document should not be placed in a regular personnel file). This document may only be used or disclosed in legitimate and appropriate circumstances to the extent authorized or permitted by law.

The Appointing Authority or his/her designee shall notify the employee in writing via certified mail or by other appropriate immediate means, of the results of the evaluation. Depending upon the evaluation findings, one of the following actions will take place:

- a. Employees who are found "Fit for Duty" shall resume normal job duties immediately
- b. If the evaluation determines that the employee is "Unfit for Duty" and is unable to perform all of his/her essential job duties, the Appointing Authority's certified letter to the employee shall include the following, as applicable:
  - (i) An explanation that Family Medical Leave Act (FMLA) information and forms are enclosed and that the employee may be eligible and may choose to complete and return the forms to the FMLA leave Administrator or designee;
  - (ii) An explanation that the employee may request a leave of absence from his/her Appointing Authority in accordance with City of South Fulton policy;
  - (iii) An explanation that the employee may be eligible for one or more accommodations under the Americans with Disabilities Act (ADA), and that the employee may contact the Office of Diversity and Civil Rights Compliance (DCRC) for further assistance; and
  - (iv) An explanation that the employee may be eligible for Long-term Disability or Disability Retirement, and that the employee may contact the Finance Department for further assistance.

#### **E. Confidentiality**

1. The sealed Fitness for Duty report shall be placed in the employee's medical file located in the Department of human resources (such a report should not be placed in a regular personnel file).

2. The report and any information released to the Human Resources Director or his/her designee shall be confidential and shared only on a "need to know" basis with the Appointing Authority and other officials.

3. Due to the nature of Fitness for Duty Evaluations and the necessity to coordinate such evaluations with the requirements of the Americans with Disabilities Act, the Family Medical Leave Act, Workers' Compensation laws, and other laws, policies and procedures, it is understood that Fitness for Duty evaluation cases should

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be treated on an individual basis and may involve consultation with the City Attorney's Office as needed.

**F. Refusal to Undergo Fitness for Duty Evaluation.**

An employee who refuses or attempts to delay to submit to a Fitness for Duty evaluation may be subject to disciplinary action up to and including dismissal.

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## **PERSONNEL POLICY**

### **SUBJECT: FLEXTIME AND COMPRESSED WORK WEEK**

DATE: January 1, 2017

Number: 313-16

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#### **I. Statement of Policy**

In an effort to foster a working environment that enhances productivity, reduces vehicle emissions, increases employee morale, and enhances recruitment and retention, this policy is intended to provide City employees an opportunity to vary their work schedules, while allowing departments to continue to provide services to citizens and other City departments in an efficient manner. These flex-time and compressed workweek options shall not reduce the level of service or the hours of operation of any City department. As such, having a flex-time/compressed workweek schedule is an employee privilege and not an employee right; it can be granted or revoked at the discretion of the Appointing Authority at any time. An employee may also voluntarily withdraw from the program. Any changes to a flex-time/compressed workweek arrangement must be approved in advance by the Appointing Authority.

#### **II. Background and Applicability**

All City employees, departments, and agencies may be considered for flex-time/compressed workweek options; however, not all employees will be eligible based on departmental operation or functional needs.

This policy applies to employees permitted to work a flex-time or a compressed work schedule. This policy does not apply to requests for a reasonable accommodation. Employees requesting to work a flex-time or a compressed work schedule as a reasonable accommodation should follow the City's procedures on requests for a reasonable accommodation.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## PERSONNEL PROCEDURE

### SUBJECT: FLEXTIME AND COMPRESSED WORK WEEK

DATE: March 17, 2017

Number: 313-16

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#### I Definitions

- A. Flextime: Workday start and end times differ from that of the workgroup's standard work hours, but the same number of hours per day is maintained.
- B. Compressed Workweek: Full-time options that allow employees to work longer days for part of a week or pay period in exchange for shorter days or a day off during that week or pay period.
- C. Core Time Period: Established range of time when everyone must be at work with flexibility on either end of the workday. For example, core hours may be from 9:30 a.m. to 2:00 p.m., but employees may start as early as 7:00 a.m. or leave as late as 6:00 p.m.

#### II. Operating Guidelines

- A. Regular office hours for most operations are 8:30 a.m. to 5:00 p.m. To ensure availability of personnel in all departments during these hours, each department must provide coverage during this time period by employees with necessary skills.
- B. The department may cancel the program at any time and revert to the conventional 5-day/8-hours per day/40-hours per week schedule.
- C. Those who abuse the policy may be removed from the program and scheduled to work a conventional 8:30 a.m. to 5:00 p.m. schedule.
- D. It is the responsibility of each supervisor to ensure that the policy and operating guidelines are understood and are being met within the work unit. Supervisors are also responsible to ensure that exceptions to the normal workweek are recorded as they occur.

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- E. Exceptions to the normal workday or week will be cleared with the supervisors as events occur. Leave, compensatory time or overtime will be accompanied by the normal request authorization and request forms.
- F. Time reports will be processed in accordance with present procedures.
- G. Eligibility for the program is determined by the Appointing Authority.
- H. Once granted by the Appointing Authority, employees adopting flex-time or compressed work week schedules officially begin working such schedules at the beginning of a standard bi-weekly pay period.
- I. Employees must submit requests for flex-time or compressed workweek options to their immediate supervisors in writing. Approval or denial of such requests shall also be made in writing. Denials shall state the basis upon which the employee's request has been denied.
- J. Should the Appointing Authority revoke an employee's privilege to participate in the program, written notice shall be provided to the employee stating the reason for the revocation.
- K. Whenever possible, changes to employee work schedules under this policy and procedure will be initiated with a minimum two-week notice.

### **III. Flextime Option: Operating Guidelines**

#### **A. Requests to Work a Flex-time/Compressed Workweek Schedule**

1. After completion of the initial probationary period of employment for classified employees or six (6) months of continuous employment for unclassified employees, the City will consider requests to work flex-time/compressed workweek.
2. All requests to work a flex-time/compressed workweek must be in writing on the Flexible Work Arrangement Proposal Form (available on the City Employee Portal and submitted to the employee's Appointing Authority and the Department of human resources).
3. Upon receipt of an employee's request, the City may contact the employee for additional information/ask for an explanation of why the employee's job responsibilities are suitable for a flex-time/compressed workweek arrangement.
4. The City will consider requests to work flex-time/compressed workweek on a case-by-case basis taking into account the following factors: operational coverage; core work hours; and any other business reason. The City reserves the right to grant or deny requests in its sole discretion.

5. The City may require employees working flex-time/compressed workweek to report to work outside of their customary hours occasionally to attend meetings or for other business reasons.
6. The City may require employees on flex-time/compressed workweek arrangement to report to work during certain core business hours.
7. The City reserves the right to revoke approval for a flexible work schedule and require the employee to revert to normal work hours at any time.

**B. Flexible Hours for Nonexempt Employees**

1. Nonexempt employees whose requests to work Flexible Hours have been approved must:
  - Take all meal or rest breaks required by law and City policy.
  - Make up any missed work hours in the same workweek in which they are missed.
2. Nonexempt employees working Flexible Hours:
  - Continue to accrue vacation time, sick time or other paid time off in the same manner as under standard work hours.
  - Will be paid for all time worked, including payment of overtime for all hours worked in excess of 40 per workweek.

**IV. Compressed Workweek Option: Operating Guidelines**

- A. The standard workweek is listed in City of South Fulton's Work Week, Work Period, and Pay Period Policy, with standard operating hours of 8:30 a.m. to 5:00 p.m.
- B. Eligible employees who work a standard 5-day workweek (Wednesday to Tuesday) may request to work the following Compressed Work Schedule: working ten (10) hours over the course of four (4) working days in one workweek (the "4/10" option).
- C. The City may designate separate non-standard workweeks for employees working a Compressed Work Schedule. If an employee has questions about which workweek applies to him or her, please contact the Appointing Authority.
- D. No full-time employee will be permitted to work a Compressed Work Schedule during any week in which there is a paid City holiday.

- E. If an employee, whose regularly scheduled workday on a Compressed Work Schedule is greater than eight (8) hours, takes vacation or sick time during a regularly scheduled workday, the employee's vacation or sick time balance will be deducted by the number of vacation or sick hours used, up to the number of hours in the employee's regularly scheduled workday.
- F. Employees on a Compressed Work Schedule will be paid for any time spent on jury duty according to the City's Time Away from Work: Leaves & Holidays Policy and Procedure. Employees will not be paid for time spent on jury duty during their regularly scheduled day off.

## **V. Special Rules for Nonexempt Employees Working a Compressed Work Schedule**

- A. Any changes to an employee's Compressed Work Schedule must be approved in advance by a supervisor.
- B. Nonexempt employees working on any Compressed Work Schedule:
  - Continue to accrue vacation time, sick time or other paid time off in the same manner as under standard work hours.
  - Will be paid for all time worked, including payment of overtime for all hours worked in excess of 40 per workweek.
- C. Timekeeping: Nonexempt employees who are permitted to work flex-time/compressed workweek must comply with the City's applicable Timekeeping Policy and payroll practices. Employees must accurately record all working time within the City's official time and attendance software.

## **VI. Administration**

The City expressly reserves the right to change, modify or delete the provisions of the Flexible Work Schedule Policy without notice.

Each Department is responsible for the administration of this policy with respect to the department's employees. If you have any questions regarding this policy or if you have questions about flexible work schedules that are not addressed in this policy, please contact the Department of human resources.

### **Flexible Work Arrangement Proposal Form**

Name: _____	Date Submitted: _____
City Address: _____	City Phone: _____
Title: _____	
Current Status      Full Time      or      Part Time      Exempt      or      Non Exempt	
Department: _____	
Supervisor: _____	Requested Start Date: _____

#### ***Type of Flexible Work Arrangement Being Proposed:***

- ☐ Flexible Hours                      ☐ Telecommuting                      ☐ Compressed Work Week  
☐ Other\*

***\* If your flexible work arrangement is other than those described above, please attach a description.***

#### **Current and Proposed Work Schedule**

(Please indicate location if it is not a City workplace, e.g., home on Thursdays)

##### **Current Work Schedule**

	Start-End Time	Total Hours	Location
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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### Proposed Work Schedule

	Start-End Time	Total Hours	Location
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

**Please answer the following questions and be specific as possible.**

1. Describe the business rationale associated with your proposed flexible work arrangement.
2. Describe how you will accomplish your job under the proposal arrangement. Be specific.
3. Describe the solutions you propose to overcome any challenges presented by this arrangement.
4. Describe how regular communications will be handled.
5. Describe how and when your work will be reviewed and measured, and how your performance will be assessed. (The arrangement should support any goals or objectives you have set for the year.)

I understand that the City is not obligated to approve a proposal for a flexible work arrangement for any employee. The decision is at the discretion of my immediate supervisor. Flexible work schedules are subject to ongoing review and may be subject to termination at any time based on performance concerns or business needs. Generally, the supervisor or the employee should give at least 2 weeks' notice in advance of ending or changing an arrangement, business needs permitting. In some instances, a resumption of the original schedule may no longer be possible and alternatives should be identified.

\_\_\_\_\_  
Employee Signature      Date

\_\_\_\_\_  
Supervisor's Signature      Date

- ☐ Request Approved
- ☐ Request Denied

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## **PERSONNEL POLICY**

### **SUBJECT: IDENTIFICATION CARDS**

DATE: January 1, 2017

Number: 314-16

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#### **I. Statement of the Policy**

All City employees who are issued an identification card, must wear, and visibly display their identification card at all times while on City of South Fulton ("City") property or when conducting City business. This policy is intended to provide for the safety and security of City employees.

#### **II. Background and Applicability**

This policy generally applies to all employees of City of South Fulton, but does not apply to departments which currently require employees to hold an identification card such as Police.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.



## PERSONNEL PROCEDURE

### SUBJECT: IDENTIFICATION CARDS

DATE: January 1, 2017

Number: 314-16

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#### I. Definitions

- A. Employee: For the purpose of this policy, employee shall refer to permanent, temporary full-time, part-time, and seasonal employees, including interns.
- B. Identification ("ID") Card: The official City ID for all employees. The ID card will identify the employee's name, department, and position and include the employee's photo. New ID cards will be issued at no cost to new employees and employees who receive a lateral transfer, promotion, demotion, etc. to a different department or different classification.
- C. Official Capacity: Includes any time while on City property as well as any time spent by an employee conducting business on behalf of City of South Fulton. This also includes wearing the ID card while operating any vehicle owned or leased by the City.

#### II. Visibility of Identification Cards

The identification card must be worn in a manner that shows the identification of an employee any time the employee enters a City building, during and after normal working hours. The identification card shall be visually inspected by proper authority upon request. City employees may use the identification card outside of City of South Fulton only for the purpose of identifying themselves as City employees. Security personnel will be responsible for monitoring personnel in the building and safeguarding property in City of South Fulton facilities to ensure the possession of proper identification cards.

#### III. Lost, Stolen or Damaged Identification Cards

If an employee's identification card is lost, stolen or damaged, the employee must immediately report the lost, stolen or damaged identification to their immediate

supervisor who shall immediately notify the Appointing Authority and the City of South Fulton Police Department with a request for issuance of a replacement identification card. A fee of no more than \$10 may be assessed to replace all lost, stolen or damaged cards for replacement for non-public safety employees. ID cards that are replaced due to normal wear and tear and name change (due to marriage and gender transition) will not be assessed a charge. Checks or money orders made payable to City of South Fulton, Georgia are the only acceptable methods of payment

#### **IV. Return of ID Cards**

Prior to separation from the City, an employee must turn in their ID card to their supervisor. The department is then required to send the ID card to the Department of human resources. When an employee is suspended from work, Appointing Authorities should request employees to turn in their ID pending the employee's return to work.

#### **V. Requirements**

Because the policy and procedures described herein are intended to provide for the safety and security of City employees, all employees are expected to fully comply with the provisions of this policy. Any employee who is found to be in violation of this policy may be subject to disciplinary action.

Employees forgetting or misplacing their identification badge may be given a temporary badge to wear by their supervisor that clearly indicates their employment with the City and the department in which they work.

#### **VI. Identification Card Holder Responsibilities**

- Do not lend your ID to anyone.
- Do not allow unauthorized individuals into any secure area.
- Do not leave your ID on dash of vehicle or other locations where exposed to extreme temperatures.
- Do not fold, bend, pry open or mutilate your ID.
- Do not use your ID improperly.
- Do not leave your ID unattended.
- Do not duplicate your ID.
- Immediately notify your supervisor if your ID is no longer in your possession.
- Immediately notify your supervisor of any difficulties or problems with any ID.

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## **PERSONNEL POLICY**

### **SUBJECT: INTERNAL EQUITY IN PAY POLICY**

DATE: February 15, 2017

Number: 315-16

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#### **I. Statement of Policy**

City of South Fulton recognizes that salary adjustments may be warranted when similarly-situated employees performing similar work under similar working conditions within the same department are being paid at significantly different salary rates. Salary adjustments under this policy are not a right or benefit of employment and are contingent on various factors, including, but not limited to, budgetary limitations and fiscal projections.

#### **II. Definition of Internal Equity Adjustment**

Internal equity adjustment is defined as a salary adjustment for a similarly situated employee performing similar work under similar working conditions within the same department that requires a comparable level of knowledge, skill, or ability in order to resolve inequities. The fact that a salary adjustment is granted to one or more employees in the same department may not be used as the sole justification for additional internal equity salary requests. Other relevant factors to be considered include: budget effects; merit and length of service of the employee; market-based considerations; statutory protected class considerations; and pay compression or inversion in existing pay relationships within a department.

#### **III. Eligibility**

Normally, only those individuals who have employed in a position at least two (2) full calendar years shall be eligible for an internal equity salary adjustment. However, the Human Resources Director may consider length of employment on a case-by- case basis.

#### **IV. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## **PERSONNEL POLICY AND PROCEDURE**

### **SUBJECT: INTERNAL EQUITY IN PAY PROCEDURE**

DATE: March 17, 2017

Number: 315-16

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#### **I. Amount**

In the event an internal equity salary adjustment is requested by an Appointing Authority or Department Head on behalf of an eligible employee, the amount requested shall be supported by salary comparison data from within the employee's department, along with relevant salary comparison data from other City of South Fulton departments and/or other sources deemed relevant by the Personnel Department staff in consultation with the employing department.

#### **II. Documentation Required**

An internal equity increase request may only be initiated by the appropriate Appointing Authority and the Human Resources Director and shall be accompanied by:

1. Explanation of the inequity;
2. Position and salary comparisons within the employee's department that confirm an internal equity problem; and
3. Budget availability and funding source.

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## **PERSONNEL POLICY**

### **SUBJECT: INTERNSHIP PROGRAM**

DATE: January 1, 2017

Number: 316-16

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#### **I. Statement of the Policy**

The City of South Fulton Internship Program ("FCIP") supports internships with the City that provide growth and learning opportunities for full-time college and university students (undergraduate and graduate students).

FCIP internships are educational opportunities for student interns and may be paid or unpaid. Departments are encouraged to develop internships in conjunction with accredited colleges and universities that are academically-oriented for the benefit of the student interns. Student interns are encouraged to apply for City internships, which provide them with experience that furthers and enhances their education and training. The City's internships assist student interns in achieving their educational goals by giving them the opportunity to augment their classroom instruction with exposure to a real world setting. To the extent feasible, and in coordination with the student interns' schools, academic credit may be offered to student interns in connection with their FCIP internships.

A FCIP internship should correspond as closely as possible to the student intern's academic calendar, and should be for the appropriate amount of time necessary to provide the student intern with beneficial learning.

Each FCIP internship should be carefully crafted, developed, and monitored to ensure that a student intern's work does not result in the displacement of City employees, impair existing contracts for service, or fill a vacant position. Student interns are not, and cannot be used as, a supplemental workforce. Student interns are not included in or part of the City's career service system.

## **II. Applicability**

The qualifications for participation in a FCIP internship will be determined by the applicable Department, but at a minimum must include current, active enrollment as a full-time student at an accredited college or university as a required qualification.

## **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## **PERSONNEL PROCEDURE**

### **SUBJECT: INTERNSHIP PROGRAM**

DATE: January 1, 2017

Number: 316-16

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#### **I. Defining the Internship**

During their internships under the City of South Fulton Internship Program ("FCIP"), FCIP student interns will assist with and learn through a predetermined project closely related to their academic major that enhances their skills and abilities. Learning objectives will be developed as a Department considers a FCIP internship opportunity, and those objectives will be placed on the internship announcement. Student interns will be given structured assignments and coursework integrated with their school curriculums throughout their internships, coupled with hands-on or clinical supervision, evaluation, and feedback.

The Department should develop an internship for a student intern designed to provide that student intern with meaningful educational experiences applicable to his or her specific field of study. If possible, Departments should coordinate with accredited colleges and universities in crafting their FCIP internship. The Student Internship Development Worksheet can assist in identifying appropriate projects for the intern within the Department. Once the internship has been developed an internship description should be created noting the following information:

- Name and Location of Department Requesting Intern
- Functions of Department
- Summary of the Intern Project
- Intern's Role
- Educational & Experience Requirements (Minimum Qualifications)
- Skills, Training or Qualifications
- Duration and Time Commitment
- Learning Objectives
- Additional Information

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



A FCIP internship must correspond as closely as possible to the student intern's academic calendar, and should be for the appropriate amount of time necessary to provide the student intern with beneficial learning. For example, a FCIP internship may be of a semester-long duration. The duration and/or hours of a FCIP internship cannot be grossly excessive, and the supervisor or administrator of a FCIP internship should be mindful of and accommodate the student intern's academic commitments.

## **II. Obtaining Approval for the Internship**

Once an internship description has been developed, the internship description must be approved by the Appointing Authority and forwarded for final approval to the Human Resources Director or his designee.

## **III. Selecting a Student Intern Candidate**

Once approved, the Department of human resources will recruit candidates from accredited colleges and universities for the internship opportunity and will forward those candidates who satisfy the minimum qualifications to the applicable Department. Departments will utilize the City's normal selection methods to choose the student intern.

Before starting an FCIP internship, a potential student intern must sign a City acknowledgement form stating that the student intern (1) understands that the FCIP internship is unpaid, and that the student has no expectation of compensation for his or her participation in the FCIP internship, and (2) understands that his or her participation in the FCIP internship does not entitle the student intern to a paid job with the City at the conclusion of the FCIP internship.

## **IV. Student Intern Monitoring**

Each Department must regularly review the duties performed by student interns to ensure that they are engaged in meeting their learning objectives. Each student intern must be assigned a supervisor/mentor who monitors the student intern on a daily basis and provides guidance and instruction to the student intern throughout his or her completion of the internship project. It is recommended that the student intern provide a presentation or complete a final project at the end of the internship (or at appropriate intervals) to demonstrate how the learning objectives were met, and for the supervisors/mentors to complete summative evaluations of the student intern.

## **V. Early Termination of Internship**

Student interns may terminate their participation in a FCIP internship at any time, without reason or prior notice. However, if a student intern ends his or her participation in a FCIP internship, he or she may not receive academic credit (if available) for the internship, and the City will inform the student intern's school of the student intern's decision to end his or her participation in the FCIP internship.

The City may also end a student intern's participation in a FCIP internship early if the student intern engages in disruptive, unprofessional, or illegal behavior while participating in the internship. The City will inform the student intern's school of the City's decision to end the student intern's participation in the FCIP internship, and the student intern may not receive academic credit (if any) for the internship.

#### **VI. Authority**

This Program is developed under authority of Policy No. 316.

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These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

# City of South Fulton Internship Application Form

Application for session and year (check only one) for which you are applying:

A. Summer \_\_\_\_\_(year) B. Fall \_\_\_\_\_(year) C. Spring \_\_\_\_\_(year)

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Last First MI

Current Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
(City, state, zip) \_\_\_\_\_

Permanent Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
(City, state, zip) \_\_\_\_\_

City Internships will be available at various locations throughout City of South Fulton. Please indicate any preferences and/or limitations you have on location:

\_\_\_\_\_

College/University: \_\_\_\_\_

Current Major/Career Strand: \_\_\_\_\_ Current Minor: \_\_\_\_\_

Estimated Overall GPA: \_\_\_\_\_ Credit Hours Completed (through last semester): \_\_\_\_\_

Number of credit hours enrolled during current semester: \_\_\_\_\_

Anticipated Graduation Date: \_\_\_\_\_

If selected, will you receive Academic Credit for this Internship? Yes \_\_\_\_\_ No \_\_\_\_\_

Why do you want to participate in the City's Internship Program? What do you hope to learn or accomplish during your Internship?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

**Please check all skills in which you have an intermediate to advanced level proficiency:**

<input type="checkbox"/> Web Design	<input type="checkbox"/> Written Communications/Report Writing	<input type="checkbox"/> Graphic Design
<input type="checkbox"/> Word Processing	<input type="checkbox"/> Database Management	<input type="checkbox"/> Spreadsheets
<input type="checkbox"/> Oral Presentations	<input type="checkbox"/> Relationship Building	<input type="checkbox"/> Instructing/Training

**What are some of your other skills, abilities, or interests that are not listed above?**

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**Please describe your participation in any extracurricular activities which may contribute to your effectiveness as an Intern. Be sure to include any leadership positions held:**

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**Describe any work experiences you have had, either paid or volunteer, which you believe would be relevant to this internship:**

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\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## DEPARTMENT OF HUMAN RESOURCES

### **CITY OF SOUTH FULTON GOVERNMENT** Student Internship Development Worksheet

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Interns must be currently enrolled full-time in an accredited college or university**

Worksite Location: \_\_\_\_\_ # Interns: \_\_\_\_\_

College (Undergraduate) \_\_\_\_\_ College (Graduate School) \_\_\_\_\_

Semester: Fall: \_\_\_\_\_ Spring: \_\_\_\_\_ Summer: \_\_\_\_\_

**Intern Project Name:**

\_\_\_\_\_

**Intern Project Description:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Intern's Role Description:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Qualifications:**

\_\_\_\_\_  
\_\_\_\_\_

## **Confidentiality Agreement For Interns**

Due to your potential access to confidential information during your internship with City of South Fulton, you,

\_\_\_\_\_ [NAME OF INTERN] must review and sign this Confidentiality Agreement.

“Confidential information” means any information not generally known or available outside the City that is shared with you or available to you during your internship with City of South Fulton Confidential information may include, but is not limited to, the following: trade secrets, proprietary information, City of South Fulton employees’, vendors’, and/or residents’ personal information (including, without limitation, actions, omissions, statements, or personally identifiable medical, family, financial, social, behavioral, or other personal or private information), methods, plans, documents, data, drawings, manuals, notebooks, reports, models, personnel files, payroll records, benefit documents, inventions, formulas, processes, software, information systems, contracts, negotiations, strategic planning, proposals, business alliances, and training materials.

In connection with being enrolled in City of South Fulton’s internship program, you agree that you have read and understand the above definition of “confidential information.” You agree that you will not at any time, both during and after your enrollment in the internship, exploit, use, communicate or disclose confidential information to any person, corporation, or entity without the prior written consent of City of South Fulton unless required to do so by applicable law or legal process.

Nothing contained in this Confidentiality Agreement shall be deemed to constitute or create an employment relationship between you and City of South Fulton.

\_\_\_\_\_  
Student Intern

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME & TITLE], for City of South Fulton Date

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

## VOLUNTARY POST-INTERNSHIP SURVEY

We hope you enjoyed your learning experience with the City of South Fulton Government. So that we may learn from your experiences with us, we would appreciate your completing this post-internship survey. Survey responses provide valuable information the City can use for improving the learning experience of student interns.

Name		Supervisor/Mentor	
Department/Division		EIN	
Area of Study/Major		Dates of Internship	
School Level (circle one)	Undergraduate	Graduate	Post-graduate/Fellowship

Were the following reasons important in your decision to intern with the FCIP?	Yes	Somewhat	No
Desire to work in the public/government sector after graduation			
The FCIP's reputation as a good learning environment for interns			
Resume building			

Please describe your internship experience at your assigned Department including projects on which you participated and a description of typical daily activities performed \_\_\_\_\_

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Please tell us about your experience at your Department

	Strongly agree	Agree	Disagree	Strongly disagree
I was able to develop skills related to my area of educational study				
I understood the learning objectives of my internship				
I received feedback on progress toward meeting my learning objectives				
My supervisor/mentor was accessible and approachable				
My supervisor/mentor exhibited genuine interest in my development				
My supervisor/mentor provided learning opportunities				

Please describe how this internship complimented your educational learning objectives

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Thank you for completing this voluntary survey. Your responses are valued and appreciated.

## **PERSONNEL POLICY**

### **SUBJECT: LATERAL TRANSFERS**

DATE: January 1, 2017

Number: 317-16

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#### **I. Statement of the Policy**

It is the policy of City of South Fulton to permit employees to request a lateral transfer to another position in the same classification and pay grade in the same or different department. The transfer request will be considered subject to availability of open positions and the approval of all Appointing Authorities concerned.

#### **II. Background and Applicability**

This policy applies to all City of South Fulton employees.

#### **III. Establishment and Enforcement of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



## **PERSONNEL PROCEDURE**

### **SUBJECT: LATERAL TRANSFERS**

DATE: January 1, 2017

Number: 317-16

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#### **I. Definition of Lateral Transfer**

A lateral transfer is the appointment of an employee to another position in the same classification and pay grade in the same or a different department. Any employee may, at any time, request a lateral transfer from one department to another or from one position to another position within the employee's current department. All requests for lateral transfer should be made in writing to the HR Manager, subject to final approval by the Human Resources Director. Requests for lateral transfer are subject to availability of open positions and the approval of both Appointing Authorities concerned.

#### **II. Request for Lateral Transfer to Open Position**

When the HR Manager receives a request for a lateral transfer to an open position, the Department of human resources will then notify and seek to obtain the approval of the Appointing Authorit(ies) concerned. When a lateral transfer has been agreed upon, a mutually agreeable effective date shall be determined by the Appointing Authorities concerned. If an agreement cannot be reached, the Appointing Authorities shall inform the Human Resources Director and the Human Resources Director shall determine the effective date of the transfer.

#### **III. Transfer Waiting List**

Employees who wish to transfer may be placed on a Transfer List for vacancies in the applicable class or classes for which they are qualified. However, there is no guarantee of transfer once an employee is placed on the Transfer List.

#### **IV. Effect on Compensation**

Absent unusual circumstances and subject to budget availability, a transfer under this policy will not result in a change in pay rate. However, in some instances, including, but not limited to, transfers resulting from a reductions in force, stipulated settlement agreements, consent of the employee, or reinstatement following a disciplinary proceeding, a change in pay rate may occur without violating this policy.

DRAFT

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL POLICY**

### **SUBJECT: NO SOLICITATION OR DISTRIBUTION OF LITERATURE**

DATE: January 1, 2017

Number: 319-16

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#### **I. Statement of the Policy**

This Policy is intended to ensure that only official City business is transacted in the City's work areas during employee work hours. In accordance with applicable law and except where prohibited by applicable law, City of South Fulton has established rules applicable to all employees and nonemployees that govern solicitation, distribution of written, solicitation material and access to City of South Fulton property.

#### **II. No Abrogation or Abridgement or Rights**

Nothing in this Policy abrogates or abridges the right of any employee to express his or her political opinions, vote, seek elected office, hold elected office or otherwise participate in politics outside of working time. However, City of South Fulton has a compelling interest in protecting its integrity, protecting its employees from political interference, preserving public confidence in government, and maintaining the efficiency of its employees. Therefore, City of South Fulton reserves the right to meet with any employee seeking or holding elected office so that the parties can mutually assess and address any potential or actual conflicts of interest.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: NO SOLICITATION OR DISTRIBUTION OF LITERATURE**

DATE: January 1, 2017

Number: 319-16

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#### **I. Definitions**

As used in this Policy and accompanying Procedure, "solicitation" shall include any undertaking by an individual, group or organization to promote the sale or use of a particular product or service, or a request for a contribution to or support for an individual or organization.

As used in this Policy and accompanying Procedure, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for City of South Fulton; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for City of South Fulton.

#### **II. Guidelines**

In accordance with applicable law and except where prohibited by law, City of South Fulton has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written, solicitation material and access to City of South Fulton property:

- Employees may engage in solicitation activities, including political activities, only during nonworking times. No employee may engage in solicitation during his or her working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed solicitation material, including political literature, only in non-work areas, including the employee break room and parking lot, during nonworking times. No employee may distribute or circulate any written or printed solicitation material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed;

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

- Employees may not use or attempt to use their authority or influence to (i) interfere with or affect the result of a political election, nomination or referendum, or (ii) coerce, induce, or encourage as a condition of employment the making of a contribution, donation or loan to any political campaign, candidate or organization;
- Employees and non-employees are prohibited from utilizing City property, supplies, or equipment for the production of solicitation materials;
- Nonemployees are not permitted to solicit or to distribute written solicitation material for any unauthorized purpose on City of South Fulton property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

## **PERSONNEL POLICY**

### **SUBJECT: OUTSIDE EMPLOYMENT**

DATE: January 1, 2017

Number: 320-16

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#### **I. Statement of the Policy**

City of South Fulton respects each employee's right to engage in activities outside of employment that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the City of South Fulton Code of Ethics or adversely affect the employee's ability to perform his or her job. Under certain circumstances; however, if an employee's personal conduct adversely affects his or her performance on the job or makes it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: OUTSIDE EMPLOYMENT**

DATE: March 17, 2017

Number: 320-16

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#### **Limitations on Outside Employment**

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While City of South Fulton does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual or perceived conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with City of South Fulton;
- Employment that requires employees to conduct work or related activities during working times or by using any of City of South Fulton's tools, materials or equipment (Note: The prohibition against the use of City tools, materials and equipment does not apply to sworn law enforcement personnel); and
- Employment that directly or indirectly competes with the business or the interests of City of South Fulton.

For the purposes of this policy, self-employment is considered outside employment. Outside employment of City of South Fulton's sworn law enforcement employees must be approved in advance in writing by the Appointing Authority concerned. Additionally, outside employment of employees of the Office of the Medical Examiner must be approved in advance in writing by the Appointing Authority and any hours missed as a result of the outside employment must be made up during the same week. For all others, outside employment must be approved in advance in writing by the Appointing Authority and Human Resources Director. For appointed positions that report to the City Manager, approval must come from the City Manager. Annual approval for outside employment is required.

City of South Fulton will not assume any responsibility for employees' outside employment. Specifically, City of South Fulton will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

DRAFT

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



## **PERSONNEL POLICY**

### **SUBJECT: PAYMENT OF WAGES**

DATE: January 1, 2017

Number: 321-16

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#### **I. Statement of Policy**

The policy of City of South Fulton is to correctly compensate City employees for all time worked. City of South Fulton complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by City of South Fulton, even if the reports do not reveal any errors or wrongdoing.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: PAYMENT OF WAGES**

DATE: January 1, 2017

Number: 321-16

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#### **I. Pay Periods**

All employees, with the exception of Councils and Judges, will be paid biweekly on every other Friday by check, pay card or direct deposit. The pay period begins on a Wednesday and ends on the Wednesday prior to the week of the Friday payday. If the regular payday falls on a recognized holiday, then employees will be paid on the official business day immediately preceding the regular payday. All Employees will have access to their check detail via the City's Employee Self Service (ESS) system.

#### **II. Pay Check Deductions**

City of South Fulton is required by state and federal laws to make certain deductions from an employee's paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the benefits an employee chooses, additional deductions may occur.

The pay of some nonexempt employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law, and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub.

#### **III. Reporting Errors and Obtaining More Information**

If any employee, exempt or nonexempt, has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, please contact your supervisor and/or the Department of human resources. Every report will be fully investigated, and City of South Fulton will provide the employee with any compensation to which the employee is entitled in a timely fashion.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL POLICY**

### **SUBJECT: PERFORMANCE APPRAISALS**

DATE: January 1, 2017

Number: 322-16

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#### **I. Statement of the Policy**

The purpose of the Performance Appraisal Plan is to improve management of City of South Fulton resources, to improve communication with employees regarding various elements of their jobs and how they are performing with regard to each element, to maximize employee productivity, to determine the training needs of employees, and to provide information to employees, supervisors, and managers for use in making work-related or administrative decisions.

The Performance Appraisal Plan is a three-phase process. These phases are:

- a. Performance Planning Conference
- b. Progress Review Meetings, and
- c. Performance Appraisal Conference

#### **II. Background and Applicability**

The Performance Appraisal Plan applies to all permanent City employees, both classified and unclassified.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: PERFORMANCE APPRAISALS**

DATE: January 1, 2017

Number: 322-16

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#### **I. Performance Appraisal Plan**

Performance Appraisal Plans will be prepared for employees on an annual basis. The Plan will be prepared by the employee's Appointing Authority with input from other supervisors, if applicable.

Appointing Authorities should meet with each employee to review his/her Performance Appraisal Plan and to answer questions and provide any additional feedback requested. The employee should be given the opportunity to write any desired comments in the "employee comments" section of the Plan. The employee and Appointing Authority should both sign the Plan. If the employee refuses to sign, this should be noted in writing by the Appointing Authority on the review form. A copy of the final, signed Performance Appraisal Plan must be sent to the Department of human resources to be included in the employee's personnel file.

In the City's discretion, employees may also be required to submit to other review and performance appraisal processes, such as a 360 degree review.

#### **II. Performance Improvement Plan**

**Classified** employees who receive a "failing" or "needs improvement" rating must be put on a Performance Improvement Plan as set forth in City of South Fulton's Discipline for Classified Employees Policy. Unclassified employees who receive a "failing" or "needs improvement" rating may be put on a Performance Improvement Plan at the discretion of the Appointing Authority.

#### **III. Appeal**

Employees receiving a "failing" or "needs improvement" rating have the right to contact the HR Performance Unit within the Department of human resources to have their ratings reevaluated. All decisions of the HR performance unit are final and cannot be grieved to the Grievance Review Committee. Any classified

employee who is demoted or dismissed as the result of Performance reviews may file an appeal to the Hearing Officer.

DRAFT

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL POLICY**

### **SUBJECT: PERSONNEL RECORDS AND RECORD KEEPING – ACCESS AND CONFIDENTIALITY**

DATE: January 1, 2017

Number: 323-16

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#### **I. Statement of Policy**

This policy regulates the access to and confidentiality of City employees' personnel records and record management, retention and storage of personnel records.

#### **II. Access**

Access to personnel records should be restricted to those whose job duties necessitate access and to those with designated authority to review the records, such as a supervisor, department head, or Personnel representative.

Unless necessitated by an employee's job duties, any request to review human resources records, including personnel records, disciplinary records, benefit program records, and medical records, should be submitted as an Open Records Act Request and treated as any other Open Records Act Request.

If an employee wishes to grant a designated representative access to the employee's human resources records, including personnel records, disciplinary records, benefit program records, and medical records, the designated representative must present a written authorization signed by the employee that clearly and specifically describes the records the representative may inspect or copy.

An employee or designated representative may inspect his/her own personnel records in the Department of human resources or elect to obtain a copy of such personnel records. Charges for compiling and copying personnel records may be assessed in accordance with the Open Records Act.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

### **III. Confidentiality**

Employees whose jobs provide access to personnel records shall follow the policies and procedures specific to their position for confidential information found in the personnel records and not release it to any person who does not have authorization to receive it. Employees shall not use confidential information of other employees for personal reasons.

### **IV. Categories of Personnel Records**

The Human Resources Director and Department Head shall be responsible for the preparation, maintenance, security and disposition of any and all types of records and documents relating to personnel activities and functions regarding individual employees, including but not limited to the following categories:

1. Personnel folders for each employee (i.e., records related to personally-identifiable information, such as name, date of birth, home address, emergency contact, social security number, records covering employment, position classification, wage or salary, employee relations, performance management, training, organizational development, attendance and paid time-off usage, etc.)
2. Copies of payrolls and related correspondence
3. Classification and compensation
4. Salary rates and classes
5. Personnel transactions
6. Attendance and leave
7. Recruitment, examination and certification\*
8. Appeals
9. Hearing Officer minutes
10. Medical records' file (medical certifications, physician statements, and related information that describe the health and medical history or condition of an employee or an employee's family members)
11. Disciplinary records (e.g., written warnings, reprimands, notices of suspension, etc.) \*
12. Performance Improvement Plans\*
13. Communications regarding an employee's return to work from an extended leave\*
14. Other (e.g., performance evaluations, etc.)

\*Such records, if created by or submitted to the Department, should be forwarded to the Human Resources Director for inclusion in the Personnel File.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **V. Personnel Record Management**

The management and storage of all personnel records shall be conducted in accordance with approved City records retention standards and schedules.

## **VI. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".



## **PERSONNEL POLICY**

### **SUBJECT: POSITIONS AND COMPENSATION**

DATE: January 1, 2017

Number: 324-16

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#### **I. Statement of Policy**

It is the policy of City of South Fulton to classify and compensate employees fairly and equitably in accordance with applicable Federal and State laws and City of South Fulton Policies and Procedures.

The Human Resources Director is responsible for the preparation and maintenance of a Position Classification Plan. A Position Classification Plan is to include a list of all classes within City of South Fulton, including classes that are on-range, set-rate, Classified and Unclassified. Whenever a new class is established or abolished, the Human Resources Director is to amend the Position Classification Plan accordingly. The Position Classification Plan and amendments thereto shall be submitted for approval to the City Manager and Mayor and Councils annually. Once approved by the City Manager and Mayor and Councils, the Human Resources Director is responsible for assigning all positions to one of the classes in the approved Position Classification Plan. The Human Resources Director may consider requests to reclassify specific positions.

The Human Resources Director is also responsible for creating a Compensation Plan that will include a salary range for all classes, except those identified as set-rate. For set-rate classes, the Compensation Plan should only indicate that the salaries for such classes are set-rate. For all other classes, the assigned salary range is to include a minimum, midpoint and maximum salary. The Human Resources Director is also responsible for presenting the Classification Plan for approval to the City Manager and the Mayor and Councils.

No employee shall be paid at a salary rate below the minimum or above the maximum of the salary range approved and established for the class in which the employee is currently serving. However, an incumbent employee's salary rate shall not be reduced as a result of a new or changed salary range for his/her classification, except in the case of a reclassification.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **II. Compensation Complaint Resolution and Non-Retaliation**

It is the policy of City of South Fulton to correctly compensate its employees for all time worked. If an employee believes that he or she has not received all compensation owed, the employee must immediately report their concerns to their supervisor and/or the Human Resources Director and/or utilize the grievance procedure, if applicable. City of South Fulton strictly prohibits retaliation against any employee who makes a good faith complaint under this Policy.

## **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## **PERSONNEL PROCEDURE**

### **SUBJECT: POSITIONS AND COMPENSATION**

DATE: January 1, 2017

Number: 324-16

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#### **I. Definitions**

##### **A. Position Categories**

**All positions in City of South Fulton shall be allocated to one (1) of the following general categories:**

1. Permanent Positions. A permanent position is one which has been established for an indefinite period. Permanent positions may be established either on a full-time or a reduced hour basis.
2. Temporary Positions. A temporary position is one which is not continuous in nature. Temporary appointments may be made for a special project(s) or other work of a temporary or transitory nature. Employees appointed to temporary positions may not work more than 29 hours per week, or in excess of 1500 hours per year.
3. Seasonal Positions. A seasonal position is either a full-time or part-time position for which the customary annual employment is six months or less and the period of employment begins each calendar year in approximately the same part of the year (e.g., summer or winter).
4. Part-time Positions. A part-time position is one that is continuous in nature. Employees appointed to part-time positions may not work more than 29 hours per week, or in excess of 130 hours per calendar month.

##### **B. Grant Funded Positions**

In addition to being assigned to one of the above general position categories, a position may also be designated as grant funded to identify the source of the funding for the position. A grant funded position is one that is established for a specific period of

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time not to exceed the scheduled termination date of the grant. This position will terminate by operation of law at the date of grant termination unless the Mayor and Councils provides appropriate funding to continue the program or position on or prior to the date of grant termination. Termination of a grant-funded position shall not be subject to any reduction in force policy.

## **II. Position Classification Plan**

The Human Resources Director is responsible for the preparation and maintenance of a Position Classification Plan. A Position Classification Plan is to include a list of all classes within City of South Fulton, including classes that are on-range, set-rate, Classified and Unclassified. Whenever a new class is established or abolished as described below, the Human Resources Director is to amend the Position Classification Plan accordingly. The Position Classification Plan and amendments thereto shall be submitted for approval to the City Manager and Mayor and Councils. Once approved by the City Manager and Mayor and Councils, the Human Resources Director is responsible for assigning all positions to one of the classes in the approved Position Classification Plan.

### **A. Abolishment or Establishment of a New Classification**

Requests to abolish a current class or establish a new class not already included on the current Position Classification Plan shall be forwarded to the Human Resources Director for consideration and approval. If a request to abolish or establish a classification is approved, the Position Classification Plan shall be updated accordingly as described in the paragraph above. This provision is intended to apply to classifications and is not intended to apply to the establishment or abolishment of a particular position, the latter of which is governed by internal Personnel and Finance procedures.

This provision is not intended to apply to elected positions, independent contractors and fee-paid individuals.

## **III. Pay Schedule and Compensation Plan**

The Human Resources Director is responsible for creating the Compensation Plan that will include a salary range for all classes, except those identified as set-rate. For set-rate classes, the Compensation Plan should only indicate that the salaries for such classes are set-rate. For all other classes, the assigned salary range is to include a minimum, midpoint and maximum salary rate. The Human Resources Director is also responsible for presenting the Classification Plan for approval to the City Manager and the Mayor and Councils.

No employee shall be paid at a salary rate below the minimum or above the maximum of the salary range approved and established for the class in which the

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employee is currently serving. However, an employee's salary rate shall not be reduced as a result of a new or changed salary range for his/her classification, except in the case of a reclassification as described in Section VII below.

#### **A. Salary Range Changes**

A salary range for any classification may be changed when requested by the Human Resources Director, after the completion of a salary study by the Department of human resources. Such a request shall be submitted to the City Manager and Mayor and Councils for approval. Once approved by the City Manager and Mayor and Councils, the salary range change shall apply to positions within the affected class irrespective of department and shall take effect only at the beginning of the fiscal budget year.

### **IV. Set-Rate Classification and Positions**

A classification not assigned to an applicable salary range shall be considered a Set-Rate Classification. Unless already fixed by law, the Mayor and Councils shall set the salary for all classes that are not assigned a salary range or approve the changing of an on-range class to a set salary rate. A request to establish a set-rate class must be presented by the applicable Appointing Authority to the Human Resources Director if the set-rate salary will exceed the current salary range for the applicable class. The Human Resources Director shall in turn, submit the request to the Mayor and Councils for approval accompanied by the following: (a) a recommendation from the City Manager; (b) a budgetary analysis conducted by the Finance Department; (c) a recommendation from the Human Resources Director; and (d) the results of a salary survey conducted by the Department of human resources. All requests and recommendations must be in writing and maintained by the Department of human resources for a minimum of 2 years.

### **V. Entry Salary Rates**

#### **A. Salary Rate Determination**

Subject to subsection (B) below, an Appointing Authority may offer a new employee an entry salary rate in accordance with the systematic method developed by the Human Resources Director for use in determining the placement of employees within a pay range.

Upon approval by the Human Resources Director, a new employee appointed to a position in a professional, technical or scientific class may be offered an entry salary rate above the minimum rate of the salary range for the position. To obtain approval to offer an entry salary above the minimum rate, an Appointing Authority must

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submit a written request to the Human Resources Director. In recommending an entry salary rate above the minimum rate of the salary range for a position, an Appointing Authority shall consider an applicant's prior experience, education, unique competencies and other qualifications directly related to the position as well as internal budget constraints. Upon receipt of the Appointing Authority's recommendation, the Human Resources Director shall promptly conduct both a salary matrix analysis and an internal equity analysis to determine whether an above the minimum entry salary rate is justified. If the salary matrix supports the Appointing Authority's request, the Human Resources Director shall verify with the Finance Department that funding is available to fill the position at the requested rate. Appointing Authorities who extend job offers at salaries above the minimum rate without the approval of the Human Resources Director may be subject to disciplinary action by the City Manager and the City may refuse to honor such offers. The Department of human resources shall maintain copies of the written request and the results of the salary matrix and internal equity analyses for a minimum of two (2) years.

#### **B. Effect of New Employees Hired Above the Minimum of the Range**

Whenever a new employee is hired into a department at a salary rate above the minimum of the applicable range and the department has one or more current employees who are employed in the same job class, the Department of human resources shall review the education, work experience, and performance evaluations of the other employees in the department who are in the same job class to determine if their qualifications meet and/or exceed those of the newly hired employee. The Department of human resources will provide notification to the Appointing Authority of its findings and if funding is not available to raise the salaries of employees in the same department employed in with the same job class, who possess comparable experience and qualifications as the newly hired employee, the Appointing Authority will not be permitted to offer a salary above the minimum of the salary range. If funding is available, the Appointing Authority shall work with the Finance Department to adjust the salaries of all other employees in the same department employed in with the same job class, who possess comparable experience and qualifications as the newly hired employee, upward to equal the salary paid to the newly hired employee. An employee must have not received an overall performance rating below "Satisfactory" or on his/her most recent performance evaluation and cannot have been on a Performance Improvement Plan within the last twenty-four (24) months to be eligible for a salary adjustment pursuant to this provision. Funding for these adjustments may be derived from accumulated salary savings, as approved by the City Manager.

#### **VI. Pay Rates for Rehires**

Former permanent City of South Fulton employees who: (a) left their employment in good standing; (b) who were not terminated from employment; (c) who have no disciplinary actions, including written warnings, written reprimands, demotions or suspensions within the twenty-four (24) months preceding their separation; and (d) who

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apply for reemployment to a position within the same pay grade within six (6) months from the date of their most recent separation from a permanent position shall be rehired at the same salary rate of the position held when separated, subject to budget availability. If a former employee is rehired into a position with a higher salary grade, the employee shall get the equivalent of either their salary at separation or the minimum of the salary range for the new position, whichever is greater and this shall not trigger the raising of salaries of incumbent employees. The employee must meet current standards and eligibility requirements for the class in which the employee is rehired.

## **VII. Reclassification of a Position**

Job positions may be reassigned to new or existing classes when substantial and permanent changes occur in the assigned duties of a position which may justify a reclassification.

### **A. Reclassification – General Provisions**

Appointing Authorities may recommend that job positions be reassigned to new or existing classes when substantial and permanent changes occur in the assigned duties of a position which may justify a reclassification.

A reclassification which does not result in a change in the salary grade of a position is a title change. Upon approval of a title change, the salary of the reclassified employee shall remain the same. A reclassification that results in movement to a higher pay grade shall be processed in the same manner as a promotion. A reclassification that results in movement to a lower pay grade shall be processed in the same manner as a demotion, although such reclassification shall not be considered a “demotion” with respect to the Civil Service Act.

### **B. Requests to Reclassify**

Subject to availability of funds within their departmental budget, City of South Fulton Appointing Authorities shall submit requests to reclassify an employee and/or a position to the Human Resources Director accompanied by an explanation detailing the basis for the request. The Mayor and Councils shall not be required to submit requests to reclassify employees or positions comprising their personal staff to the Human Resources Director.

### **C. Response to Requests to Reclassify**

#### **Step 1.**

The Human Resources Director shall investigate the duties of the employee or the position. The Human Resources Director will review the organizational structure of the department and/or division in which the employee or position is assigned to ensure subordinate positions are not recommended for reclassification over

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the salary range for the supervisory positions(s). However, nothing in this policy precludes reconsideration of the appropriate pay ranges of the supervisory position(s) in order to submit the request for subordinate positions, if appropriate.

**Step 2.**

The Human Resources Director shall obtain an analysis from the Finance Department outlining the budgetary impact of the requested reclassification.

**Step 3.**

The Human Resources Director will determine if the position should be reassigned to a new classification. If approved by the Human Resources Director, the reclassification generally shall be effective retroactively to the beginning of the pay period immediately following completion of the Department of human resources's review of the employee's job duties and/or position. . Any reclassification that results in movement to a lower pay grade, however, shall be effective on the first day of the pay period following its approval by the Human Resources Director.

**VIII. Assignment of New Positions to Classifications and Salary Ranges**

Subject to availability of funds within their departmental budget as verified by the Finance Department, City of South Fulton Appointing Authorities may submit requests to establish a new position to the Human Resources Director accompanied by an explanation detailing the basis for the request.

**A. Response to Requests to Establish a New Position**

**Step 1.**

The Human Resources Director shall investigate the prescribed duties of the proposed position. The Human Resources Director will review the organizational structure of the department and/or division in which the position is to be assigned to ensure the positions is assigned to an appropriate pay grade based on its hierarchy within the department and/or division.

**Step 2.**

The Human Resources Director will determine the appropriate classification for assignment of the new position.

**IX. Pay of Department Head or Elected Official**

With the exception of the Mayor and Councils, no Department Head or Elected Official shall receive less compensation than that which is authorized for any other employee in his/her department.

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## **X. Other Compensation Adjustments**

### **A. Adjustments in Connection with Personnel Transactions:**

An employee in a Set-Rate Classification/Position who is eligible for and accepts an appointment in an on-range position shall be placed at a pay rate within the range for the newly-assigned position in accordance with the systematic method developed by the Human Resources Director for use in determining the placement of employees within a pay range.

An employee in a non-permanent position who is eligible for and accepts an appointment to a permanent position in an equal or higher classification shall be placed at a salary rate in accordance with the systematic method developed by the Human Resources Director for use in determining the placement of employees within a pay range.

### **B. Cost of Living Adjustments**

Upon approval of the Mayor and Councils, general salary/cost of living adjustments (COLAs) may be granted to City employees on a City-wide, grade-wide or classification basis.

## **XI. Longevity Pay**

Longevity pay may only continue for those employees who are receiving such pay on January 1, 2017. Said pay shall cease for such employees at such time they experience a break in service.

## **XII. Pay Cycles & Computation**

Appointing Authorities shall certify on each payroll that all persons whose names appear thereon have been lawfully appointed and that they have actually worked the time for which they are being paid, or were on authorized leave with pay. Appointing Authorities shall further certify that such leave, if any, has been approved and reported on payrolls.

### **A. Pay Cycles**

City of South Fulton employees will be paid bi-weekly during the calendar year; provided, however, that the City Manager may approve other pay cycles for designated departments where such cycles are necessary and justified by the nature of the department's operations.

### **B. Computation**

Employees shall be paid their rate of pay in accordance with the City of South Fulton

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Pay Schedule and Compensation Plan. For payroll purposes, all employee pay shall be calculated as follows:

- For purposes of this policy, the City of South Fulton work week runs from 12:00 a.m. Wednesday to 12:00 a.m. the following Wednesday.

- All paid time for any purpose, including pay for time worked, vacations, holidays, sick leave, or any other paid category shall be calculated and reported electronically by Appointing Authorities in terms of "standard hours." Bi-weekly standard hours are determined by dividing 2080 annual standard hours by twenty-six (26), (2080 divided by 26 = 80). The standard hourly pay rate is determined by dividing the employee's annual pay rate by 2080 hours. The authorized annual rate is determined by multiplying the authorized bi-weekly rate by twenty-six.

- Paid time off shall be reported on payrolls in hours and minutes used. The standard weekly hours of forty (40) are determined by dividing 2080 annual standard hours by fifty-two (52), (2080 divided by 52 = 40), and the standard daily hours of eight (8) are determined by dividing forty (40) weekly standard hours by five (5), (40 divided by 5 = 8). If necessitated by operational standards and as required or allowed by the FLSA, and upon approval of the City Manager, Appointing Authorities may designate standard hours which differ from the above.

- Compensation for part-time, set-rate and hourly-paid employees shall be derived from their annual rates, converted to standard hours as provided in this section (2).

- Non-exempt employees who are absent from work in any non-paid status during any scheduled pay period shall have their pay reduced by the exact total hours and minutes resulting from such absences. Exempt employees are generally entitled to receive their full salary regardless of the number of hours worked within a work week, but their pay may be reduced while they are on non-paid FMLA leave (including intermittent leave), and for full day absences, provided the employee has no leave time available. In addition, pursuant to applicable law, City of South Fulton may reduce an exempt employee's salary for absences less than a full day given that exempt employees of City of South Fulton are paid according to a pay system established by a policy or practice pursuant to principles of public accountability, under which exempt employees accrue personal leave and sick leave and which requires City of South Fulton's employees' pay to be reduced or such employees to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one work-day when accrued leave is not used by an employee because:

- (1) Permission for its use has not been sought or has been sought and denied;
- (2) Accrued leave has been exhausted; or
- (3) The employee chooses to use leave without pay.

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- Deductions from the pay of an employee of a public agency for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

- Additionally, any employee may have their salary reduced as a result of disciplinary actions in accordance with applicable law and City of South Fulton disciplinary policies and procedures.

### **C. Method of Payment**

Employees are encouraged to sign up for payment by direct deposit by completing the required direct deposit election form. For employees who do not set up direct deposit of their wages to a bank account, they will receive their wages via pay card.

### **XIII. Payment of Compensation from Different Funds**

Whenever part of the compensation of any position is paid from a different fund, or is derived from any agency outside the service of City of South Fulton, all such part payments shall be identified and deducted from the total amount payable for any period under the rate prescribed so that the total compensation received from all sources shall not exceed the salary rate prescribed for the position.

### **XIV. Compensation Complaint Resolution Procedure**

It is the policy of City of South Fulton to correctly compensate its employees for all time worked. If an employee believes that he or she has not received all compensation owed, the employee must immediately report their concerns to their supervisor and/or the Human Resources Director and/or utilize the grievance procedure, if applicable.

### **XV. Salary Surveys**

Every two to five years, the Human Resources Director shall conduct a salary survey for the purpose of determining whether City of South Fulton salaries have remained competitive with those paid by comparable jurisdictions or industries as determined by the Human Resources Director for similar work. The Human Resources Director shall formulate recommended adjustments based upon the survey findings. Such recommended adjustments shall be forwarded to the City Manager and Mayor and Councils for approval.

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## **PERSONNEL POLICY**

### **SUBJECT: PROMOTIONS**

DATE: January 1, 2017

Number: 325-16

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#### **I. Statement of the Policy**

It is the policy of City of South Fulton that employees may be promoted from one job classification or position to another job classification or position in accordance with City of South Fulton's policies and procedures.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## **PERSONNEL PROCEDURE**

### **SUBJECT: PROMOTIONS**

DATE: January 1, 2017

Number: 325-16

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#### **I. Promotion Defined**

A promotion is an appointment to a position in a classification with a higher pay grade.

#### **II. Eligibility**

An employee may be promoted while in any status if they have established current eligibility for the promotional position. Generally, promotional recruitment shall be open only to current City employees who have been employed at least six months prior to the posting of the job announcement. However, any recruitment that is also open to the general public shall not be subject to such a minimum service requirement.

#### **III. Permanent or Temporary Promotions – Approval**

An employee may be appointed to serve permanently or temporarily in a higher class upon the recommendation of the Appointing Authority and approval of the Human Resources Director, provided that the employee meets the eligibility requirements of such higher classification. A temporary promotional appointment shall not exceed one (1) year, but may be extended upon approval by the Human Resources Director. Once the temporarily promoted employee is no longer performing the duties of the higher classification, the employee shall be returned to his/her former classification and position and to the salary at which he/she would have been entitled had he/she remained in the position. Any employee who was in the Classified service immediately prior to working in an acting capacity or serving in an interim position shall retain such Classified status upon return to his/her former classification and position.

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#### **IV. Effect of Promotion on Compensation**

Whenever an employee receives a temporary or permanent promotion, the employee's salary rate shall be adjusted upward by ten percent (10%) or to the minimum of the pay grade for the employee's new position, whichever is greater. An Appointing Authority may request a salary adjustment above ten percent (10%) or the minimum of the pay grade when an employee who is promoted to a position in a professional, technical and scientific class possesses specialized training, skills, experience or an advanced or professional degree directly related to the work of the position. The Appointing Authority's request is subject to both approval of the Human Resources Director and budget availability. The Human Resources Director may develop a systematic method to be used for placement of such employees within a pay range.

The Human Resources Director may also develop a systematic method to be used for placement of employees within a pay range to address those circumstances in which an employee moves from a position assigned to a classification and compensation system adopted by certain department(s) to a position assigned to the classification and compensation system adopted by the Mayor and Councils.

The Department of human resources shall maintain copies of written requests for salary increases above ten percent (10%) or the minimum of the pay grade and the decisions regarding the same for a minimum of three (3) years.

## **PERSONNEL POLICY**

### **SUBJECT: RECOUPMENT OF MONIES OWED BY EMPLOYEES**

DATE: January 1, 2017

Number: 326-16

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#### **I. Statement of Policy**

City of South Fulton is expected and authorized to lawfully recoup money owed to the City by current and former employees, Mayor and Councils' appointees, and elected officials. Occasionally, an employee, appointee, or elected official may be paid money in error or may be obligated to reimburse the City for certain expenditures. Because the City is funded by public dollars, it is imperative that employees, appointees, or elected officials and the City make every effort to avoid and correct payroll errors and to refund and recoup monies not otherwise due to the recipient. This policy is not intended to replace other legal remedies available to the City. Rather, this policy is intended to add to lawful mechanisms for the recoupment of money owed to the City.

#### **II. Background and Applicability**

This policy is applicable to all current and former employees, Mayor and Councils' appointees, and elected officials of the City.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## **PERSONNEL PROCEDURE**

### **SUBJECT: RECOUPMENT OF MONIES OWED BY EMPLOYEES**

DATE: January 1, 2017

Number: 326-16

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#### **I. When Recoupment is Warranted**

The City is authorized to recoup monies from an employee in the following circumstances:

- A. When, on account of an error by the City, an employee is paid or receives any sum of money not due to the employee (including but not limited to unearned compensation and reimbursements and pre-paid travel/training expenses to which the employee is not entitled) provided that within twelve (12) months of the overpayment, the employee receives notice of the error and the City's intention to recoup the overpayment.
  - (1) A nominal overpayment of one hundred dollars (\$100.00) or less may be recouped at one time; and
  - (2) A significant overpayment of more than one hundred dollars (\$100.00) should be recouped via multiple payments if possible unless the overpayment is being recouped from a vacation leave payout upon an employee's separation from employment.
- B. When an employee fails to fulfill an obligation or commitment upon which receipt of a monetary bonus or other incentive payment has been conditioned.
- C. When an employee fails to meet an obligation under an agreement resulting in entitlement to reimbursement for training or educational costs incurred by the City.
- D. When the City, on account of an employee, incurs a non-refundable expense that is used or will be used for the employee's own personal use. (An example of such an expense would be when the City purchases

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non-refundable, non-transferable airfare that the employee decides not to use for the intended City business purpose.)

## **II. Deductions**

Absent a voluntary reimbursement by the employee, the City is authorized to recoup monies from an employee using voluntary and/or involuntary deductions from pay. In addition, the City may elect to use any of the following methods in lieu of or in combination with pay deductions:

- Deductions from accrued compensatory, holiday and/or vacation leave.
- Deductions from compensatory, holiday and/or vacation leave payouts.
- Deductions from future reimbursement and/or expense payment requests.

Any deduction from compensation for hours worked may not be taken to the extent it reduces the employee's pay below the minimum wage rate of pay or results in an exempt employee becoming non-exempt pursuant to the Fair Labor Standards Act ("FLSA").

If an employee separates from employment with a balance owed to the City, this policy does not foreclose other legal remedies available to the City for collection of said balance.

## **III. Elected Officials and Mayor and Council Appointees**

When, on account of an error by the City, an elected official or an appointee of the Mayor and Councils is paid compensation over and above the amount required by law, the City should make an arrangement for the individual to either a) immediately return the overpayment or b) deduct the overpayment from future compensation so that the individual's total compensation does not exceed the amount required by law.

When the City, on account of an individual, incurs a non-refundable expense that is used or will be used for the individual's own personal use (e.g., when the City purchases non-refundable, non-transferable airfare that the individual decides not to use for the intended City business purpose) or receives a reimbursement or pre-payment for an ineligible expense or an expense that cannot be reconciled, the City may deduct the value of the expense from future reimbursements and/or pre-payments for future expenses.

## **IV. Availability of Other Remedies**

Notwithstanding these procedures, City of South Fulton reserves the right to use all available legal remedies to recoup money owed to the City.

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## **PERSONNEL POLICY**

### **SUBJECT: RECRUITMENT AND SELECTION**

DATE: January 1, 2017

Number: 327-16

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#### **I. Statement of the Policy**

It is the policy of City of South Fulton to recruit and select the best qualified applicants for employment with the City. All recruitment efforts and selection decisions will be made in accordance with City of South Fulton's Equal Employment Opportunity and Diversity and Inclusion Policies. The Personnel Director has the authority to implement a procedure to effectuate this policy.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## **PERSONNEL PROCEDURE**

### **SUBJECT: RECRUITMENT AND SELECTION**

DATE: March 17, 2017

Number: 327-16

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#### **I. Recruitment for Open Positions**

For purposes of the Recruitment and Selection Policy, a position is deemed to be open when: (1) the position is a newly-created position with no incumbent, or (2) in the case of an established position, when an Appointing Authority receives information that the position will be vacated by the incumbent on a particular date due to promotion, demotion, lateral transfer, retirement, voluntary or involuntary separation from employment, or other change in job status.

##### **A. Open Positions**

An Appointing Authority may begin recruitment and selection procedures for an established, funded position immediately upon receiving notice that the position will be vacated by the incumbent on a particular date due to promotion, demotion, transfer, retirement, voluntary or involuntary separation from employment, or other change in job status unless the Appointing Authority has obtained approval for creation of a parallel position pursuant to City of South Fulton policy.

To fill an open position, the Appointing Authority must inform the Human Resources Director of the need to initiate the recruitment and selection process as set forth below, unless the position is for the personal staff of an elected official.

##### **B. Procedures**

When an Appointing Authority wishes to fill an open position, they may elect to first consider qualified employees on the Transfer List. If an Appointing Authority elects not to consider an employee on the Transfer List and needs recruitment services, he or she will notify the Human Resources Director in writing of the open position by preparing a Recruitment Requisition, which will include the following information: job title, class, position number and type of recruitment needed.

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Upon receiving a Recruitment Requisition, the Human Resources Director or his/her designee has the authority to immediately open recruitment for any vacant position. The Department of human resources will partner with the Appointing Authority concerned to prepare an appropriate written recruitment announcement. The announcement will then be published and distributed within appropriate departments of City of South Fulton and to such other addresses and advertising media as may be deemed appropriate under the circumstances. If the recruitment is a promotional recruitment opportunity available only to employees of one department or a City-wide promotional recruitment, the publication and distribution of the announcement will be limited accordingly.

Announcements may provide for an application deadline or provide that the position will remain open for application until filled. Announcement will specify the position title, pay rate or pay range, essential duties, minimum qualifications, including any bona fide occupational requirements (including physical requirements), and other pertinent information.

With the exception of the personal staff of Elected Officials, no position may be filled until recruitment has been conducted by the Human Resources Operations Division of the Department of human resources, applications have been accepted, and a selection has been made by the Appointing Authority. Although open positions may be filled pursuant to the Lateral Transfer Policy, any lateral transfer request received by the Department of human resources after the announcement of a vacant position will only be approved after the completion of the recruitment process assuming no applicant was selected to fill the open vacant position.

## **II. Application and Selection**

### **A. Employment Application**

Applications for employment in any announced open position shall be submitted within the time limits specified in the applicable announcement by any person who meets the minimum qualifications, standards and requirements of the position as specified in the announcement. Acceptance of applications after the closing date may be approved by the Human Resources Director or his/her designee whenever sufficient reason(s) exist(s). Applications shall be made under oath on forms prescribed by the Department of human resources and shall be completed in their entirety. An application must be completed in order to be eligible for employment with City of South Fulton.

### **B. Minimum Qualifications**

No applicant for employment may be offered a position with City of South Fulton unless the applicant meets the minimum qualifications established for the position.

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### **C. Veterans' Preference**

City of South Fulton supports the hiring of veterans and will give preference to applicants who are veterans of the United States armed forces, as set forth in City of South Fulton's Veterans Preference Policy.

#### **D. Lists and Certification**

##### **(i) List of Eligibles**

A List of Eligibles will include applicants who meet the minimum qualifications for employment in an open position as determined by the Department of human resources. Applicants will remain on the List of Eligibles for a specific position for six (6) months, or one (1) year for Public Safety positions, counting from the date on which their eligibility was most recently established. A List of Eligibles will also include the following additional lists:

- **Recall List**  
Permanent City of South Fulton employees, who were laid off due to unavoidable emergency reductions in the work force; for example, lack of work, lack of funds, budgetary limitations, severe economic conditions, abolishment of positions due to reorganization or other similar valid reasons, as outlined by the City of South Fulton Reduction in Force policy. Recall employees will remain on the Recall List for one (1) year, counting from the date of their separation from City of South Fulton.
- **Promotional List for Public Safety Departments**  
Classified or Unclassified City of South Fulton employees who have established their promotional eligibility in accordance with laws and personnel regulations and who are seeking promotional employment in Public Safety Departments. Employees will remain on the Promotional List for one (1) year, counting from the date on which eligibility was most recently established.
- **Reemployment List**  
City of South Fulton former employees who left employment in good standing, with permanent status, and who apply for reemployment within six (6) months from the date of their most recent separation from a permanent position. Separated employees will remain on the Reemployment List for six (6) months, counting from the date of their separation from City of South Fulton.

Standing lists for a class, if any, must be exhausted before any additional recruitment may be conducted for that class.

##### **(ii) Certification of Lists**

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The Human Resources Director or his/her designee is responsible for preparing and forwarding the List of Eligibles to the Appointing Authority for consideration. For all applicants, except those listed on the Recall and Reemployment Lists, the Human Resources Director or his/her designee will provide the Appointing Authority with job applications and other documents demonstrating each applicant's qualifications for the open position. For applicants appearing on the Recall and Reemployment Lists, the Human Resources Director will provide documents demonstrating each applicant's qualifications for the open position upon request by the Appointing Authority. Prior to certifying and forwarding the List of Eligibles, the Human Resources Director or his/her designee must ensure that candidates on the Lists of Eligibles for a particular open position meet the minimum qualifications for that position.

Preparation and certification of List of Eligibles will be made without regard to and without identification of applicants' race, color, religion, national origin, gender (including pregnancy), age, disability, sexual orientation, gender identity, or any other basis protected by applicable law.

### **(iii) Interviews and Selection**

Upon receipt of a List of Eligibles, an Appointing Authority shall review the qualifications of the candidates appearing on the List and send written invitation(s) for interview(s) to a sufficient number of name(s) listed thereon to allow for selection. The Department of human resources will provide Appointing Authorities with sample written interview invitations or prepare and send the interview invitations on behalf of the Appointing Authorities, if requested.

It is the responsibility of the Appointing Authority to act promptly on the List of Eligibles furnished to them and to advise the Human Resources Director of their decisions and actions without undue delay.

Final hiring decisions and selection of eligible candidates from the List of Eligibles shall be made by the Appointing Authority concerned. Upon selection of an acceptable candidate for appointment from the List of Eligibles, the Appointing Authority shall submit the Selection Form to the Human Resources Operations Division indicating the name(s) of the candidate(s) selected and action taken for each candidate.

Once an applicant is selected for employment, that applicant's name will be removed immediately from any existing List of Eligibles. However, the name of any applicant selected for appointment to a temporary position shall remain on the List of Eligibles and the applicant shall remain eligible for consideration for appointment to a permanent position.

### **(iv) Rejected Candidates**

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Candidates listed on a List of Eligibles who were considered but not selected shall be appropriately annotated on the certificate by the Appointing Authority concerned and the List of Eligibles returned to the Department of human resources.

**E. Satisfaction of licensing and certification requirements**

Offers for employment may be conditioned upon the candidate's ability to provide an official school transcript or a copy of any certification, permit or license that has been designated as required by the job announcement, prior to the first day of employment in the position.

As a condition of continued employment, all employees of City of South Fulton must notify their respective Appointing Authority and the Human Resources Director in writing via hand delivery within five (5) calendar days of receipt of any notice of denial, suspension, revocation, and/or non-renewal of any license, permit, registration, and/or certification where such is required for performance of their job duties with City of South Fulton. Such notice of denial, suspension, revocation, and/or non-renewal may result from noncompliance with an order for child support as certified by the Georgia Department of Human Resources and ordered by a court or for any other good and sufficient reason deemed necessary by the issuing authority.

**F. Post-Offer physical examination and health screening questionnaire**

All candidates for public safety positions and those candidates who are required to possess and maintain a valid Commercial Driver's License (pursuant to the Uniform Commercial Driver's License Act set forth at Section 40-5-140 et seq. of the Official Code of Georgia Annotated, as amended) in order to perform their job duties, will be required, following acceptance of a conditional offer of employment with the City, to undergo a routine physical profile examination prior to employment, in accordance with federal and state law.

The physical profile examination and Tuberculosis screening test referenced in the above provisions shall be administered by the City of South Fulton Department of Health and Wellness at no charge to the applicant.

Bona fide occupational physical requirements for individual positions and classes, if any, shall be stated in class specifications. For those classifications where approved physical requirements exist, the findings of the City of South Fulton examining physician shall be final and conclusive.

The completed record of all post-offer physical profile examinations will be kept confidential and stored in a file maintained by the Department of human resources separate and apart from an employee's regular personnel file.

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## **G. Employment eligibility verification**

City of South Fulton is committed to complying with all immigration-related employment laws. City of South Fulton will not knowingly or intentionally hire or continue to employ individuals who lack work authorization. Successful candidates will be required to establish eligibility for employment as set forth in City of South Fulton's Employment Eligibility Verification Policy.

## **H. Background checks**

Offers for employment may be conditioned upon successful completion of a background check as set forth in City of South Fulton's Criminal Background Check Policy. Background checks required by City of South Fulton will fully comply with the requirements of the Fair Credit Reporting Act ("FCRA"). Unfavorable results on a background check will not automatically disqualify a candidate for employment with the City, unless mandated by law. Rather, the final decision will rest with the Appointing Authority who will consider each case on its individual merits and circumstances.

## **I. Security questionnaire**

A security questionnaire will be required for all City of South Fulton employees by Georgia State law. Failure to complete the required questionnaire within six (6) months from the date of employment will be grounds for termination of employment and/or legal action.

## **J. Employment of Relatives**

Decisions regarding whether to employ an individual who is a relative of another City of South Fulton employee by blood or marriage will be made in accordance with City of South Fulton's Employment of Relatives Policy.

# **III. Other Appointments**

## **A. Temporary Pending Recruitment (TPR)**

If no standing List of Eligibles (excluding the Transfer List) exists for a given class, an Appointing Authority may recommend to the Human Resources Director that an individual who possesses the required qualifications for such class be given a Temporary Appointment Pending Recruitment (TPR). Active recruitment should begin within thirty (30) days of the TPR Appointment. Such TPR Appointments normally will not exceed six (6) months, during which period, active recruitment for the position(s) shall be announced and conducted for the purpose of establishing a List of Eligibles. Any individual serving in a TPR status shall be eligible to apply and compete for a Regular appointment in the specified class during such recruitment. TPR Appointments

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may be extended with approval of the Human Resources Director. The time requirements regarding initiating recruitment and term of the appointment will be extended if there is no permanent Appointing Authority over the particular position until such time a permanent Appointing Authority is appointed.

Any permanent employee who is assigned by TPR to work in an acting or Interim capacity whereby he/she performs the duties of a vacant existing higher classification and position outside of his/her regular classification/position, shall receive a pay rate of at least the minimum pay rate for the applicable position effective immediately upon assignment. An employee's salary may be adjusted in accordance with Section IV of the City of South Fulton Promotions Policy procedures. An employee promoted via TPR must meet the eligibility requirements for the higher class as designated by the Human Resources Director.

A TPR appointment may be terminated at any time by the Appointing Authority. For employees appointed to a promotional TPR assignment, upon completion of TPR appointment, an employee shall have the right to be returned to his/her former classification and position and revert to his/her previous pay grade and to the salary at which he/she would have been entitled had he/she remained in the position (including any pay rate increases which would have accrued). Any employee who was in the Classified service immediately prior to working in an acting capacity or serving in an interim position via TPR appointment shall retain such Classified status upon return to his/her former classification and position. If an employee in a TPR appointment commits an act that warrants termination based on the determination of the Appointing Authority, and is terminated for such act, the employee will lose any right to return to their prior position.

#### **B. Part-Time Positions**

An individual may be appointed to a maximum of two (2) part-time positions in the same department, provided that both positions are in the same category (Classified or Unclassified) and that the total work hours authorized do not exceed 29 hours per week.

#### **IV. Probationary Period for Classified Employees**

Any individual appointed to a position in the Classified Service as defined by the City of South Fulton Civil Service Act of 1982, as amended, shall complete a probationary period of employment during which he or she must demonstrate to the satisfaction of the Appointing Authority the knowledge, ability, aptitude, and other necessary qualities to perform satisfactorily the duties of the position in which employed. The Human Resources Director may fix the length of the probationary period for any position at not less than six (6) nor more than eighteen (18) months. The probationary period will be the first six (6) months in a position unless the Human Resources Director designates a longer period of time.

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Once an individual successfully completes the probationary period of employment in a classified position, he or she shall gain permanent status in that position. Permanent status grants the employee additional notice and appeal rights that are not required during probationary period of employment. During a probationary period of employment, an individual can be discharged without appeal rights if such action is determined appropriate by the Appointing Authority.

Following promotion into a classified position, an employee shall complete a probationary period of employment in the position. The probationary period shall be an essential part of the promotion process during which the employee must demonstrate the capability to perform the duties of his or her new position satisfactorily.

The probationary period generally shall be extended day for day by any time spent on paid leave pursuant to the Time Away for Work Policy and Procedure or in a non-pay status. Time spent in a non-pay status for ordered uniformed service (as defined in the Uniformed Services Employment and Reemployment Rights Act) shall not extend the probationary period, however.

It shall be the responsibility of the Appointing Authority to determine whether a probationary employee is to be granted permanent status. Permanent status is effective on the calendar date following completion of the probationary period of employment. An employee who is not transferred, demoted or separated prior to attaining eligibility for permanent status shall acquire permanent status. Permanent status shall not be granted to a probationary employee, however, prior to the acquisition and submission to the Appointing Authority of any required license or certificate.

If it is determined, prior to the completion of the probationary period, that the employee is not to be granted permanent status, the Appointing Authority may (1) demote the employee to a position equivalent to the last permanent status position held or (2) separate the employee from employment as provided in the Separations Policy and Procedure.

An employee shall be notified in writing of failure to attain permanent status. An Appointing Authority's decision not to grant an employee permanent status may not be appealed.

## **PERSONNEL POLICY**

### **SUBJECT: REIMBURSEMENT FOR EVENING MEALS**

DATE: January 1, 2017

Number: 328-16

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#### **I. Statement of the Policy**

City of South Fulton will reimburse an employee up to a certain amount when official City business (such as public hearings or zoning board and planning board meetings) requires that the employee's regularly scheduled work day be extended and the employee pays for a meal at a commercial restaurant.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## PERSONNEL PROCEDURE

### SUBJECT: REIMBURSEMENT FOR EVENING MEALS

DATE: January 1, 2017

Number: 328-16

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#### I. Reimbursement Parameters

City of South Fulton will reimburse an employee up to \$15.00 per meal for evening meals when official City business (such as public hearings or zoning board and planning board meetings) requires that the employee's regularly scheduled work day be extended three hours or more and the employee pays for a meal at a commercial restaurant.

#### II. Procedure for Meal Reimbursement

A. The employee must submit a receipt for the cost of the evening meal to his or her department head.

B. The reimbursement request must include information related to the employee's official after-hours assignment.

C. The department head will determine whether to approve the reimbursement request.

D. After approval of the reimbursement by the department head, the department head will forward the request for reimbursement to the Finance Department for payment to the employee. The Finance Department is authorized to reimburse an employee for an approved evening meal, up to \$15.00 per meal.

## **PERSONNEL POLICY**

### **SUBJECT: RETENTION BONUS**

DATE: January 1, 2017

Number: 329-16

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#### **I. Statement of Policy**

City of South Fulton seeks to retain employees with unusually high or unique qualifications in positions that are critical to the operation of the City. A retention bonus (generally not to exceed twenty percent (20%) of an employee's base rate of pay) may be paid to a current City employee in a position that is critical to the mission of the City, if it is determined that: (1) the unusually high or unique qualifications of the employee, or a special need of the City for the employee's services, make it essential to retain the employee; and (2) that the employee would likely leave City service in the absence of a retention bonus. The City Manager, based on the recommendation of the Human Resources Director and upon verification of availability of funds within the applicable department's budget or other available funding sources, may authorize the head of a department to pay a retention bonus of an approved-upon amount or rate.

Retention bonuses are encouraged to retain employees within the City. The City Manager may offer a Retention Bonus to retain existing employees in roles, which are deemed to be in specialist or shortage areas.

#### **II. Background and Applicability**

This policy applies to all full-time employees of City of South Fulton and shall exclude part-time employees, elected officials, judges and contractors.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: RETENTION BONUS**

DATE: March 17, 2017

Number: 329-16

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#### **I. Retention Bonus Considerations**

The City Manager, based on the recommendation of the Human Resources Director and upon verification of availability of funds within the applicable department's budget or other available funding sources, may authorize an Appointing Authority to pay a retention bonus to an employee if:

- A. The unusually high or unique qualifications of the employee or a special need of the agency for the employee's services makes it essential to retain the employee; and
- B. The agency determines that, in the absence of a retention bonus, the employee would likely leave the City's service.
- C. The employee enters into a written service agreement with the agency to complete a period of employment (discussed below).

#### **II. Retention Bonus Requirements**

Payment of a retention bonus is contingent upon the employee entering into a written service agreement with the agency to complete a period of employment, of at least twelve (12) months but not to exceed twenty-four (24) months, with the City. The City shall be authorized to recoup money paid to an employee toward a retention bonus if the employee does not continue employment with the City for at least a period of one year following payment of a retention bonus.

#### **III. Criteria in Determining the Amount of a Retention Bonus**

The decision to offer a retention bonus, the amount of the bonus to be offered and all associated details relating to the Retention Bonus, such as requirements for obtaining a retention bonus, will be determined by the Department of Human Resources

Management, the Finance Department (for funding approval only) and approved by the City Manager.

The retention incentive rate may not exceed twenty percent (20%) of an employee's rate of base pay. With the recommendation of the Human Resources Director and approval of the City Manager, a request to exceed the existing caps may be submitted to the Mayor and Councils.

A Retention Bonus would normally be paid retrospectively at the end of a specific period(s) of unbroken service or upon completion of a specific project.

- A. The specific retention period will be a minimum of twelve (12) months but may not exceed twenty-four (24) months.
- B. The retention bonus may also be paid on a bi-weekly basis during the specific period.

The continuation of a Retention Bonus is subject to the review of the Department of human resources, and the City reserves the right to not renew a Retention Bonus for an additional period (e.g. in the event that the City's position or the market changes). In the event the employee separates from the City or voluntarily departs the classification deemed to be a specialist or in a skills shortage, the following terms shall apply:

- A. If the separation or departure date is within the specified period of service or prior to the completion of the specific project, the employee will forfeit their right to the Retention Bonus and the bonus will not be paid. If money toward the Retention Bonus has been paid to the employee, the employee, at the discretion of the City Manager, may have to return the monies paid toward the Retention Bonus.
- B. If the separation or departure date occurs after the specified period of service or after completion of the specific project, the Retention Bonus will be paid.

#### **IV. Clarification and Discretion**

If clarification is required, an Appointing Authority Department Head, and/or employee should contact the Department of human resources and speak to the HR Policy Advisor or the Human Resources Director. Please note that the application of the Employee Retention Policy may vary from time to time and that all related decisions are at the discretion of the City Manager, in consultation with the Human Resources Director.

Any Department Head or Appointing Authority, who extends an offer of a Retention Bonus to an employee prior to receiving approval from the City Manager will be subject to disciplinary action, up to and including dismissal.

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## **PERSONNEL POLICY**

### **SUBJECT: SEPARATIONS**

DATE: January 1, 2017

Number: 330-16

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#### **I. Statement of Policy**

The purpose of this policy is to achieve, codify and implement the provisions and intent of the Civil Service Act of 1982, as amended. This policy is effective upon its approval by the City Manager and City of South Fulton Mayor and Councils ("COUNCIL") and shall have the force and effect of law, as delegated to City of South Fulton by the Georgia State Legislature in the Civil Service Act.

This policy governs personnel administration, transactions and procedures within City of South Fulton concerning employment separations, unless otherwise mandated by law.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## PERSONNEL PROCEDURE

### SUBJECT: SEPARATIONS

DATE: March 17, 2017

Number: 330-16

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#### I. Dismissal

Classified Employees: An Appointing Authority may dismiss any permanent Classified employee for cause, subject to the provisions of the City's Appeals Policy.

- Notice of dismissal shall be provided to the employee in writing and shall include notice of the charges against the permanent classified employee, the effective time and date of dismissal and an explanation of the reasons for dismissal. The notice, which shall offer the employee an opportunity to respond orally or in writing to the charges, shall be provided to the employee no less than 24 hours prior to the effective date and time of the dismissal. At a minimum, the notice must provide sufficient information for the employee to understand the factual basis for the dismissal and any allegations of misconduct made against the employee; however, notice of dismissal shall not be deemed deficient solely because the notice fails to cite or inaccurately cites the Discipline for Classified Employees Policy or Procedure.

Unclassified Employees: An Appointing Authority may dismiss any non-permanent or unclassified employee with or without cause. Written notice of the dismissal shall be provided to the employee to include the effective time and date of the action. Appointing Authorities are encouraged and it is recommended that they seek advice from the Department of human resources and/or Office of the City Attorney prior to the dismissal of any unclassified employee.

#### II. Resignation

An Appointing Authority may accept the written or verbal resignation of any employee at any time. An Appointing Authority must confirm in writing the receipt of the employee's resignation and acceptance of the employee's resignation. Upon accepting a written or verbal resignation, the Appointing Authority shall promptly notify the Chief Human Resources Officer, in writing, to include the effective date, the reason for the

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resignation, if available, and other pertinent data. Acceptance of a resignation does not prevent an Appointing Authority from disciplining an employee prior to the effective date of the employee's resignation.

### **III. Abandonment of Position**

Any employee who is absent from duty for four (4) or more consecutive work days or the equivalent at shift time without proper notification and authorization shall be deemed to have voluntarily terminated his/her position and shall be separated from the service unless the Appointing Authority acquires knowledge that an employee's leave may be for an FMLA-qualifying reason and/or the employee is unable to contact the City due to medical reasons. Permanent Classified employees shall have the right to appeal this action to the Hearing Officer, as provided in the Appeals Policy and Procedure.

### **IV. Reduction in Force**

This section shall apply to all permanent employees within the classified and unclassified service; however, termination of a grant-funded position shall not be subject to the RIF provisions.

#### **A. In General**

1. A reduction in force ("RIF") may be declared by the Mayor and Councils for the following reasons: lack of work, lack of funds, a reduction in operational needs, re-organization or when necessary to carry out the adopted City budget.

2. A RIF is not a disciplinary action and may not be used for the purpose of dismissing or demoting permanent status employees whose job performance is unacceptable. A RIF shall not be used to intentionally alter the demographics of a department or classification based on any legally protected trait or class.

3. Prior to initiating a RIF, the City will consider using other means, such as hiring freezes, reduction through attrition, reduced work weeks or other methods to lessen the negative impact of such action, unless the RIF is declared due to reorganization.

4. The Department of human resources will endeavor to place an employee who is being considered for RIF into an appropriate vacant position based upon experience and training without going through any recruitment process and without application of the Lateral Transfer Policy. The Human Resources Director has plenary authority to transfer employees subject to a RIF in an effort to promote continued employment with City of South Fulton and lessen the likelihood of separation. The Human Resources Director shall not transfer any employee into a position in a department that is headed by an elected official or constitutional officer without first

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consulting with and/or receiving the consent of the elected official or constitutional officer to the transfer. The Human Resources Director is authorized to create a procedure and/or matrix for placement of employees; however, such procedure or matrix must include consideration of seniority. With respect to compensation for employees transferred under this provision, the Human Resources Director has discretion to set salaries using the normal demotion matrix or some other process subject to availability of funds. An Appointing Authority who obstructs this process and/or an employee who fails to report to a new assignment based on the RIF could be subject to discipline, up to and including dismissal.

## **B. Process**

1. It shall be the responsibility of the Human Resources Director, upon recommendation of the Appointing Authority and as consistent with this procedure, to define the department, function, division, classification, agency, or any other logical grouping, within which the mechanics of the RIF are to apply.

2. Within each defined grouping as set forth in subsection (a) above, each affected class will be treated separately, and the Human Resources Director shall make every reasonable effort to place employees who have been declared excess or surplus to the needs of any department because of a RIF. If placement of such employees is impossible and layoffs become mandatory, then such employees shall be laid off in the following descending order of priority:

- a. Layoff of non-permanent employees.
- b. Layoff of permanent employees with the least amount of continuous City-wide seniority.
- c. If seniority dates of permanent employees are identical, then layoff in order of relative efficiency, to be determined by written performance evaluations, appraisals and record of disciplinary actions covering a minimum period of twelve (12) months or longer.
- d. If after considering the above, two or more employees are identical, then veterans shall be given preference over non-veterans for retention purposes.
- e. If after considering the above, two or more employees are identical, then layoffs will occur in alphabetical order.

## **C. Notice**

If no position is available for placement of an employee subject to the RIF, the Chief

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Human Resources Officer, at least twenty-one (21) calendar days prior to the date of separation, shall notify in writing any permanent employees scheduled to be laid off. Employees laid off as a result of this provision will not be deemed to have been dismissed for disciplinary reasons, and therefore, will not have any right to appeal the dismissal to the Hearing Officer or Grievance Review Committee.

At the conclusion of any RIF, the Human Resources Director shall submit a report to the Mayor and Councils concerning the outcome of the RIF.

#### **D. Re-Employment Rights**

Permanent employees who are separated as a result of a reduction in force shall be placed on a Recall List, as defined by the City of South Fulton Recruitment and Selection Policy, for a period of one year. Such employees will be given consideration for future vacancies for which they qualify, provided the position is of an equal or lower pay grade to the position or classification the employee held at the time of the RIF.

Salary rates for rehires shall be implemented consistent with the Positions and Compensation Policy and Procedure.

#### **V. Administrative Separation without Prejudice**

An employee who is unable to perform the essential job duties of his or her position because of a disability, as defined by the Americans with Disabilities Act (the "ADA"), may be separated administratively, without prejudice. An administrative separation without prejudice may be voluntary or involuntary.

An employee is eligible for administrative separation without prejudice if both of the following conditions are met:

1. The employee is unable to perform the essential job duties of his or her position due to a disabling illness, injury or condition as ; and
2. The employee is not eligible for leave pursuant to the Family and Medical Leave Act (FMLA) Policy and Procedure (104-16) or is ineligible or has refused to accept a reasonable accommodation offered pursuant to the ADA.

The Disability Affairs Unit of the Office of Diversity and Civil Rights Compliance (DCRC) will review medical documentation provided by the employee's medical provider to determine whether the employee has a medical condition or impairment that meets the definition of disability under the ADA.

An administrative separation without prejudice is not a disciplinary action and therefore may not be appealed to the Hearing Officer. An administrative separation without prejudice also is not grievable.

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Administrative separations without prejudice shall not adversely affect any payments or benefits to which such employees may be entitled under the Workers' Compensation Laws of the State of Georgia.

#### **VI. Death**

Appointing Authorities shall report promptly to the Human Resources Director the separation of any employee due to death and the date of such death.

#### **VII. Break in Service**

For purposes of implementing Georgia Act No. 302 and Georgia Act No. 303, enacted on May 7, 2013, "break in service" shall mean any separation from employment with City of South Fulton, whether voluntary or involuntary, and shall be limited to termination without reinstatement by the Hearing Officer, retirement, resignation, administrative separation and/or separation resulting from a RIF. The break in service is effective immediately at the time of one of the above employment actions.

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## PERSONNEL PROCEDURE

### SUBJECT: SICK LEAVE ABUSE PREVENTION & INVESTIGATION

DATE: January 1, 2017

Number: 332-16

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#### I. Sick Leave Abuse Prevention & Investigation Procedures

##### A. Responsible Use of Sick Leave

Sick leave is a privilege, and it is in the employee's best interest to manage their sick leave usage appropriately. It is a common misconception that just because an employee has a certain amount of sick leave hours accrued, the employee has the right to take those hours for any reason. Sick leave can only be used for specific reasons specified in this Procedure, including doctor's appointments, dental visits, and absences due to illness or injury. Employees are encouraged to carefully consider their use of sick leave. Failure to have a sufficient "bank" of accrued sick leave hours may result in unpaid leave. Employees are prohibited from engaging in outside employment while they are on sick leave.

The Human Resources Director or his or her designee is authorized to investigate an employee's record of sick leave or emergency leave (collectively referred to as "sick leave") usage when the employee has either a low sick leave balance or seems to have established a pattern of usage.

##### B. Investigation of Potential Sick Leave Abuse

Reasons and circumstances to inquire into or investigate sick leave use may include, but are not limited to, the following:

- Habitual use of sick leave in single or partial day increments, without valid or current medical documentation.
- Sick leave consistently taken on Monday, Thursday (four-day work week) or Friday (five-day work week).

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- A pattern of using sick leave on the last scheduled work day before or first scheduled work day after a City holiday or a scheduled day off.
- A pattern of using sick leave to avoid working overtime or holiday work shifts.
- Sick leave consistently taken the same time of year.
- Sick leave taken after a vacation request was denied.
- Sick leave consistently taken when difficult assignments or projects are scheduled or due.
- Sick leave taken after discipline for a performance matter is issued.
- Sick leave consistently taken when supervisor is on vacation.
- Using 40 or more hours of unplanned sick leave during a quarter of a calendar year for two (2) or more consecutive quarters, without providing any medical documentation to support the absences.

#### Investigation Procedures:

1. The Appointing Authority or designee with the responsibility of granting sick leave will monitor sick leave usage and identify any detectable patterns or concerns related to sick leave usage. If concerns are identified, the matter will be referred to the Human Resources Director for further investigation.
2. The Human Resources Director will review the patterns or concerns related to sick leave usage identified by the Appointing Authority. Any known mitigating circumstances will be identified. Mitigating factors include, but are not limited to, leave taken under FMLA, medical/dental procedures or miscoded hours.
3. As appropriate, the Human Resources Director may initiate an investigation or inquiry into the use of sick leave, which may include a discussion with the employee.
4. After the investigation, the Human Resources Director will determine if there is reason to believe that the employee is abusing or misusing their sick leave accrual benefits.

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5. If an abuse of sick leave is confirmed by the investigation, the employee will be informed in writing of the patterns and specific concerns identified. The employee may be required to provide medical documentation for any subsequent use of sick leave, for a determined period of time. The employee will be advised that his or her sick leave usage will continue to be monitored, and that continued absences that are not properly excused or protected may result in disciplinary action up to and including termination.

6. If there is no evidence that the sick leave is being abused, the employee will be informed.

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## **PERSONNEL POLICY**

### **SUBJECT: STANDARDS OF CONDUCT**

DATE: January 1, 2017

Number: 333-16

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#### **I. Statement of the Policy**

All employees of City of South Fulton are expected to perform their job duties to the best of their ability and in accordance with City expectations, to adhere to acceptable business and ethical principles in matters of personal conduct, and to exhibit a high degree of personal integrity and professionalism at all times. Failure to comply with these standards may constitute grounds for disciplinary action or dismissal.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: STANDARDS OF CONDUCT**

DATE: January 1, 2017

Number: 333-16

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#### **Standards of Conduct**

By way of example only, the following infractions fail to comply with City of South Fulton's standards of conduct:

1. Violation of City of South Fulton policies including, but not limited to the Code of Ethics, Equal Employment Opportunity and Prejudicial Acts and Workplace Violence and Anti-Bullying.
2. Failure to perform job duties and responsibilities in accordance with City expectations.
3. Falsifying or misrepresenting facts on any City documents or records.
4. Failure to comply with City of South Fulton's Timekeeping Policy, including falsifying employee time records, recording time for another employee or allowing another employee to record your time.
5. Aiding or assisting any person in gaining unauthorized entrance to City property.
6. Theft or unauthorized removal of City property or property of others while on City premises.
7. Destroying, defacing, or damaging property of the City or others while on City premises.
8. Fighting, horseplay, or willfully causing bodily harm on City premises.
9. Revealing confidential City information as defined in the Confidential Information Policy.

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10. Possessing any weapon on City premises, unless required and permitted to do so as part of the employee's job duties (e.g., public safety and law enforcement personnel).
11. Possessing or using liquor, drugs, or other controlled substances at work, including during lunch or break periods, (except in accordance with a valid physician's prescription).
12. Reporting to work under the influence of alcohol or drugs.
13. Unlawful gambling or betting on City premises.
14. Intentional misuse of City provided internet access, including accessing, viewing or downloading any non-City related business information or material from any web site that is pornographic, obscene, or primarily devoted to sex or sexual imagery.
15. Misconduct involving offensive or objectionable words or actions (including fighting) directed toward coworkers, supervisors, customers, citizens or any other individual while performing work on behalf of the City.
16. Mistreating prisoners (including failure to exercise appropriate care while guarding prisoners), patients, employees, volunteers, contractors or citizens.
17. Engaging in threats or acts of workplace violence.
18. Negligence resulting in harm to others or loss of City property.
19. Engaging in illegal activities while at work or while conducting City business.
20. Criminal, immoral, or indecent conduct on Company premises.
21. Failure to comply with City of South Fulton's Attendance and Punctuality Policy, including failing to adhere to attendance or timekeeping regulations or to report for work at your scheduled time without appropriate notice.
22. Dishonesty.
23. Insubordination.
24. Sleeping while on duty.
25. Smoking in unauthorized areas.

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26. Violation of traffic laws or causing an accident while operating a City vehicle.
27. Failure to report an accident or injury on the job as required by City policy.
28. Violation of safety rules.
29. Conviction in any court of record of a felony or non-felony offense involving a misdemeanor or violation of a local ordinance.
30. Misappropriation, mishandling or disregard of City property, including failure to deposit cash receipts in the proper depository, or the borrowing or lending of cash out of City funds.
31. Knowingly making a false statement or report in the course of employment.
32. Failure to cooperate with an internal investigation.
33. Any other improper conduct or performance which impairs or reflects adversely upon the integrity, efficiency, good order or operations of City of South Fulton Government.

*This list is intended to be illustrative only. City of South Fulton expressly reserves the right to discipline employees for reasons not specifically listed in this policy. City of South Fulton also reserves the right to discharge unclassified employees with or without cause and with or without notice, for any reason provided only that it is not an unlawful reason.*

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## **PERSONNEL POLICY**

### **SUBJECT: SUCCESSION PLANNING**

DATE: January 1, 2017

Number: 334-16

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#### **I. Statement of Policy**

It is the policy of City of South Fulton to assess the leadership needs of the City to ensure the selection of qualified leaders who are diverse and a good fit for the organization's mission and vision and have the skills needed by the organization.

The City has established a succession plan to provide continuity in leadership and avoid extended and costly vacancies in key positions. The City's succession plan is designed to identify and prepare candidates for leadership and supervisory positions that become vacant due to retirement, resignation, death or a shift in City initiatives.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL PROCEDURE**

### **SUBJECT: SUCCESSION PLANNING**

DATE: January 1, 2017

Number: 334-16

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#### **I. Procedures**

The Human Resources Director is responsible for development of City of South Fulton's succession plan and makes a report to the City Manager annually, which may be shared with the Mayor and Councils upon request.

- A. Each October, the Human Resources Director will coordinate meetings with Appointing Authorities and other applicable management to:
  - Review the team's succession plan.
  - Identify key positions and incumbents targeted for succession planning. This should include an analysis of planned retirements, potential turnover, etc.
  - Conduct an analysis of current employees to identify individuals who show the potential for progression into targeted positions and leadership within the City. Employees interested in pursuing leadership positions should have a discussion with their Appointing Authority about career advancement opportunities.
  - Outline the actions taken in the previous six months to prepare identified individuals to assume a greater role of responsibility in the future, including training and skills development.
- B. By the end of January of each year, for each department, the Appointing Authority and Human Resources Director will approve an outline of actions (such as training and skills development) that will be taken in the following twelve months to prepare individuals to assume a greater role of responsibility in the future.

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- C. The Human Resources Director may periodically request updates from Appointing Authorities on the development process for each targeted candidate.

## **II. Consideration of City Employees & Commitment to Equal Employment Opportunity**

The City's goal is to establish a succession plan that identifies critical positions, forecasts future vacancies in those positions, and identifies potential employees who would fill vacancies. The City seeks to identify the best-qualified candidates to fill open positions. It is the policy of the City to give its employees the opportunity to be considered for job openings either before or concurrent with the City's consideration of external candidates. The City attempts to follow this practice to the extent that it does not discriminate against any protected class under any applicable law and it fully comports with the City's Equal Employment Opportunity and Prejudicial Acts and Diversity and Inclusion Policies.

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## **PERSONNEL POLICY**

### **SUBJECT: TELECOMMUTING**

DATE: January 1, 2017

Number: 335-16

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#### **I. Statement of the Policy**

City of South Fulton supports programs and activities that complement the use of public and group transportation and embrace the goal of improving the quality of life for City employees and citizens. Accordingly, the City supports telecommuting as a viable workplace alternative to a traditional workplace and as a means of reducing overhead costs and improving the environment. The City will actively support telecommuting when it is reasonable and practical to do so and where operational needs will not be adversely affected.

Telecommuting is a cooperative arrangement between the City and an employee, based on the needs of the job, work group, and the City. Telecommuting is a privilege. The City has the right to deny the telecommuting option to individual employees and to review, modify or terminate a telecommuting arrangement at any time, for any reason or no reason at all.

#### **II. Background and Applicability**

This policy applies only to exempt employees in all departments, unless otherwise required by applicable law.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.



**PERSONNEL PROCEDURE**  
**SUBJECT: TELECOMMUTING**

DATE: January 1, 2017

Number: 335-16

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**I. Telecommuting Defined**

Telecommuting is working at home or at other off-site locations that are linked electronically (via computer, fax, etc.) to a central office or principal place of employment. Telecommuting does not include instances where a supervisor occasionally allows an employee to work at home on a temporary, irregular basis.

**II. Eligibility Guidelines**

Telecommuting is normally reserved for employees in exempt positions, since nonexempt positions require careful tracking of time worked to ensure that overtime policies are properly observed. Telecommuting is more challenging for nonexempt employees due to record keeping requirements that require recording of each workday showing when the employee begins and ends the workday as well as meal and break periods.

Management will consider several criteria when determining if an employee will be permitted to telecommute, including proven ability to perform, high job knowledge, ability to establish clear objectives, flexibility, ability to work independently, and dependability.

Management will also consider several criteria when determining if the nature of an employee's work lends itself to telecommuting, such as whether the job entails working alone or with equipment that can be kept at the alternative job site, whether the job has clearly defined tasks and objectives, whether the job is flexible, and whether the job has measurable work activities.

All requests should be treated equitably, regardless of the employee's reason for making the request. The following guidelines are applicable:

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- In any work arrangement, employees will be expected to meet the same performance standards as otherwise required, and supervisor/managers will be expected to use the same performance review criteria that were previously applicable.
- Employees who propose a telecommuting agreement should ensure a safe and suitable workspace that is appropriately confidential and free of distractions and interruptions that may interfere with work. Where applicable, telecommuters will need to find ways to maintain a distinct separation between work activities and personal activities.
- All telecommuting work arrangements are subject to ongoing review and may be terminated at any time, by either party.
- All terms and conditions of employment with the City (e.g. duties, responsibilities, benefits, salary, etc.) remain unchanged as a result of the telecommuting arrangement.

### **III. Telecommuting Agreement**

Any employee eligible for a telecommuting arrangement will be required to sign a Telecommuting Agreement. A Telecommuting Agreement is not a contract of employment. Either the employee or the City may terminate the employment relationship at any time with or without notice and/or cause. Any violation of the City's telecommuting policy or the individual Telecommuting Agreement may result in removal of the employee from the teleworking program and/or may result in other disciplinary action up to and including termination.

If the Telecommuting Agreement is terminated, employees are required to return promptly to the regular City workplace and schedule within four (4) working days. If they elect not to return as requested, and do not report to work within four (4) working days, they will be subject to disciplinary action and/or be considered to have voluntarily terminated their employment.

The City will not be held responsible for costs, damages, liabilities, or losses incurred by the teleworker resulting from or arising out of the Telecommuting Agreement.

### **IV. Americans with Disabilities Act**

The City may consider telecommuting as a type of reasonable accommodation under the Americans with Disability Act ("ADA"), for qualified employees with disabilities. Consideration shall be made on a case-by-case basis and between the employee, the Appointing Authority and, the ADA Administrator or

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designee in order to determine whether telecommuting may be a reasonable accommodation that would allow the employee to perform the essential duties of their job position. Regardless of whether a telecommuting arrangement is provided as a reasonable accommodation, all other criteria applicable to this policy will apply.

## **V. Responsibilities**

### **A. Department Head/Manager or Supervisor:**

1. Determine whether the employee is a good candidate for telecommuting. Consider factors such as, but not limited to, satisfactory performance and the ability to work independently.
2. Determine, with the Department of Human Resources Management, that the nature of work is suitable for performance from a remote site (e.g., need for confidentiality).
3. Evaluate and consider how the proposed arrangement will impact other employees or the department as a whole.
4. Approve City equipment for use at remote location.

### **B. Employee:**

1. Ensure that City equipment and records in the off-site workspace are maintained in safe and secure conditions and are used primarily for City business.
2. Ensure City records are available to the department when requested. Employee should consult with department management to clarify any system back-up requirements if work is saved on a system other than the department's server.
3. Nonexempt employees must log their actual hours worked via the City's official Time and Attendance System. Non Exempt employees must "check-in" with the supervisor or designated person by phone or by email at the beginning and ending of each telecommuting work day. All employees must notify the supervisor (or designee) when leaving the telecommuting site during regular, scheduled working hours.
4. Nonexempt employees must obtain approval from supervisors in advance of working any overtime.

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5. Alert the department head if external circumstances are likely to interfere with performance under the telecommuting arrangement.
6. Ensure that customer/organizational needs take precedence over the telecommuting schedule.

C. Employee and Supervisor:

1. Provide time recording systems to record telecommuting hours.
2. Determine how work will be assigned and performance measured.
3. Determine the working hours on telecommuting days.
4. Prevent the arrangement from burdening the employee's co-workers.
5. Ensure that the employee is readily available, and has adequate means of communication during specific working hours.
6. Arrange for the employee to come to the primary work site when necessary, regardless of the telecommuting schedule.

D. Information Systems Technology (IT) Department:

IT will be the focal point for coordinating telecommuting activities.

## Telecommuting Agreement

**Name:**

**Title:**

**Current Status:**

- ☐ Full Time
- ☐ Part Time
- ☐ Exempt
- ☐ Nonexempt

**Department:**

**Supervisor/Manager's Name:**

This Agreement specifies the conditions applicable to an arrangement for performing work at an alternate workplace on a regular basis. The agreement begins on \_\_\_\_\_ and continues until \_\_\_\_\_. The agreement can be terminated with at least 4 days' written notice by either party (timeline is subject to management discretion). I understand that all obligations, responsibilities, terms and conditions of employment with the City remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.

### **I. Proposed Work Schedule**

- A. Department—Days and hours when the employee is normally expected to be on the work-on site are:

	MON	TUE	WED	THUR	FRI	SAT	SUN
Hours							
Time In/Out							

- B. The alternate workplace is located at: \_\_\_\_\_.

- C. Alternate Workplace—Days and hours when the employee will normally work off-site.

	MON	TUE	WED	THUR	FRI	SAT	SUN
Hours							
Time In/Out							

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## **II. Duties/Assignments**

I recognize that the supervisor reserves the right to assign work as necessary at any workplace. \_\_\_\_\_(initial)

Duties and assignments authorized to be performed at this alternate workplace are:

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## **III. Communication**

I recognize that effective communication is essential for this arrangement to be successful and I agree to remain accessible during designated work hours, and understand that management retains the right to modify this Agreement on a temporary basis as a result of business necessity. The following methods of communicating are agreed upon (specific who [include back-up and emergency contacts], when, how often, during what time frames, and how (phone, fax, face-to-face, etc.):

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## **IV. Space/Equipment/Records**

- ☐ I agree to use City owned records, and materials for purposes of City business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. I understand that although I may be permitted to use the City-owned equipment for incidental personal use, such use shall not interfere with the business use of the equipment.
- ☐ I agree to report to the supervisor instances of loss, damage, or unauthorized access at the earliest opportunity.
- ☐ I agree to return City equipment, records and materials within 5 days after the termination of this agreement.
- ☐ I understand that all equipment, records and materials provided by the City shall remain the property of the City.

Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon: The City will provide the employee with a computer, cell phone and remote access.

## **V. Safe Working Environment**

- ☐ I agree to maintain a safe and secure work environment.
- ☐ I agree to allow the City access to assess safety and security, upon reasonable notice.
- ☐ I agree to report any work-related injuries to the supervisor at the earliest opportunity.

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- ☐ I agree to hold the City harmless for injury to others in the alternate workplace.

**VI. Other**

I understand that City of South Fulton is not obligated to approve a proposal for a telecommuting work agreement for any employee. The decision is at the discretion of my department head/supervisor/manager. This agreement and work schedule are subject to ongoing review and may be subject to modification or termination at any time based on performance concerns or business needs. Generally, business needs permitting, the supervisor/manager or the employee should give at least 4 days' notice in advance of ending or changing an arrangement.

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand, agree to, and will abide by all of its provisions.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head (or designee) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL POLICY**

### **SUBJECT: TESTING FOR ALCOHOL MISUSE AND USE OF CONTROLLED SUBSTANCES BY EMPLOYEES OPERATING COMMERCIAL MOTOR VEHICLES**

DATE: January 1, 2017

Number: 336-16

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#### **I. Statement of the Policy**

The City of South Fulton Mayor and Councils finds that the misuse of alcohol and the use of controlled substances by employees who operate commercial motor vehicles on behalf of City of South Fulton pose a substantial risk to the health, safety and welfare of employees and members of the general public. City of South Fulton has a compelling interest in protecting its employees and the public from such risks by ensuring that employees who operate commercial motor vehicles are free from the debilitating physical and mental influences of alcohol and controlled substances which adversely affect an individual's perception of space and time, motor skills, memory and the ability to exercise sound judgment under safety-sensitive conditions. Accordingly, City of South Fulton has adopted this Policy on Alcohol Misuse and the Use of Controlled Substances for the following purposes:

- A. To protect the health, safety and welfare of City employees and members of the general public;
- B. To implement the requirements of federal regulations set forth at 49 C.F.R. Part 382 relating to operators of commercial motor vehicles; and,
- C. To help prevent accidents and injuries which may result from the misuse of alcohol or use of controlled substances by employees who operate commercial motor vehicles on behalf of City of South Fulton.

#### **II. Background and Applicability**

The misuse of alcohol and the use of controlled substances testing required by this Policy shall apply to all employees of City of South Fulton and applicants for employment who, necessary to the performance of their job responsibilities, are required to possess and maintain a valid commercial driver's license pursuant to the Uniform Commercial



Driver's License Act set forth at Section 40-5-140 *et seq.* of the Official Code of Georgia Annotated, as amended.

### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## PERSONNEL PROCEDURE

### SUBJECT: TESTING FOR ALCOHOL MISUSE AND USE OF CONTROLLED SUBSTANCES BY EMPLOYEES OPERATING COMMERCIAL MOTOR VEHICLES

DATE: January 1, 2017

Number: 336-16

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#### I. Definitions

As used in this Policy, the following terms shall refer to:

- A. Alcohol: the intoxicating agent in beverage alcohol, ethyl alcohol and any other low molecular weight alcohols, including methyl and isopropyl alcohol.
- B. Applicant: any person preliminarily approved for hire, promotion, or transfer into a position requiring the operation of a commercial motor vehicle and the possession and maintenance of a license in accordance with the Uniform Commercial Driver's License Act set forth at Section 40- 5-140 *et seq.* of the Official Code of Georgia Annotated, as amended.
- C. Commercial motor vehicle: a motor vehicle designed or used to transport passengers or property:
  - (1) If the vehicle has a gross vehicle weight rating of 26,001 or more pounds or such lesser rating as determined by federal regulation;
  - (2) If the vehicle is designed to transport 16 or more passengers, including the driver; or
  - (3) If the vehicle is transporting hazardous materials and is required to be placarded in accordance with the Hazardous Materials Regulations prescribed by the United States Department of Transportation, 49 C.F.R. Part 172, subpart F; provided, however, that for the purposes of this Policy, no agricultural vehicle, military vehicle operated by military personnel, recreational vehicle, or fire-fighting or emergency equipment vehicle shall be considered a commercial vehicle

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- D. Controlled substance: cocaine, marijuana, opiates, amphetamines, and phencyclidine (aka PCP).
- E. Driver: any employee of City of South Fulton who operates a commercial motor vehicle on behalf of City of South Fulton.
- F. Medical review officer: a licensed physician (i.e., medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the testing requirements of this Policy who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
- G. Misuse of alcohol: any use of alcohol which results in a condition or test result in violation of the terms of this Policy.
- H. Performing a safety-sensitive function: a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.
- I. Refuse to submit to an alcohol or controlled substances test: that a driver:
- (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this Policy;
  - (2) Fails to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of the Policy; or
  - (3) Engages in conduct that obstructs the testing process.
- J. Safety-sensitive function: operating, driving, standing ready to operate or drive, being in immediate control of, loading, unloading, supervising or assisting in the loading or unloading of a commercial motor vehicle.
- K. Substance abuse professional: a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor, certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, having knowledge of and clinical experience in the diagnosis and treatment of disorders related to alcohol and controlled substances.

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- L. Use of alcohol: to consume any beverage, mixture, or preparation, including any medication, containing alcohol.
- M. Use of controlled substances means to possess physically or within one's body any controlled substance in violation of the terms of this Policy.

## **II. Required Testing**

### **A. Pre-employment Testing**

- (1) Prior to the first time a driver performs any safety-sensitive function on behalf of City of South Fulton, the driver shall undergo testing for the misuse of alcohol and for the use of controlled substances, and shall not be allowed to perform any safety-sensitive function unless such testing indicates a blood alcohol concentration of less than 0.04 and, from the medical review officer, a verified negative result for the use of controlled substances.
- (2) There are no exceptions for pre-employment alcohol and controlled substance testing.

### **B. Random Testing**

- (1) All drivers performing safety-sensitive functions on behalf of City of South Fulton shall be subject to random testing for the misuse of alcohol and the use of controlled substances. The dates of such testing shall be unannounced and shall be spread reasonably throughout the calendar year.
- (2) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (3) Upon notification that he or she has been selected for testing, the driver shall proceed immediately to the designated test site, or shall proceed as soon as possible if currently in the process of performing a safety-sensitive function.
- (4) A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to

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perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

- (5) There shall be selected during each calendar year a sufficient number of drivers for testing so that the number of tests administered shall be no less than 25% of the total number of drivers for alcohol testing, and no less than 50% of the total number of drivers for controlled substances testing.

C. Reasonable Suspicion Testing

- (1) City of South Fulton may require a driver to submit to testing when City of South Fulton has reasonable suspicion to believe that the driver is in violation of the terms of this Policy.
- (2) City of South Fulton's reasonable suspicion must be based upon specific, contemporaneous and articulable observations by the driver's Appointing Authority, Department Head or other departmental supervisor concerning the appearance, behavior, speech, or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.
- (3) The required observations for reasonable suspicion testing must be made by an Appointing Authority, Department Head or supervisor who is trained in accordance with this Policy. A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test that is signed by the Appointing Authority, Department Head or supervisor who made the observations within 24 hours of the observed behavior, or before the results of the alcohol or controlled substances tests are released, whichever is earlier.
- (4) Testing required under this section shall not be conducted by the same individual who makes the determination that reasonable suspicion testing is warranted.
- (5) Alcohol testing warranted under this section must be conducted within two (2) hours of the determination that testing is warranted.

D. Post-accident Testing

- (1) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances, if the accident resulted in the

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loss of human life or the surviving driver received a citation for a moving traffic violation in connection with the accident.

- (2) Alcohol testing required by this section should be conducted within two (2) hours following the accident; provided, however, such testing shall not be conducted more than eight (8) hours following the accident.
- (3) Controlled substance testing required by this section must be conducted within thirty-two (32) hours following the accident.
- (4) A driver who is subject to post-accident testing shall remain readily available for such testing; otherwise, the driver may be deemed to have refused to submit to the testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

E. Return-to-Duty Testing.

- (1) No driver found in violation of this Policy for the misuse of alcohol shall be allowed to resume the performance of any safety-sensitive function unless and until the driver shall have been tested for alcohol and the results of such testing indicates a blood alcohol concentration of less than 0.02.
- (2) No driver found in violation of this Policy for the use of controlled substances shall be allowed to resume the performance of any safety-sensitive function unless and until the driver has been tested for the use of controlled substances and the results of such testing from the medical review officer indicates a verified negative result.

F. Follow-up Testing.

Following a determination by a substance abuse professional that a driver needs assistance in resolving problems associated with alcohol or controlled substances, the driver shall be subject to unannounced follow-up testing in accordance with this Policy and the substance abuse professional's follow-up testing plan.

G. Testing Procedures.

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The misuse of alcohol and use of controlled substances testing required by this Policy shall be conducted in accordance with the provisions of 49 C.F.R. Part 40.

H. Test Results, Record Retention and Confidentiality.

Records of the misuse of alcohol and use of controlled substances testing required by this Policy shall be maintained in accordance with 49 C.F.R. § 382.401 *et seq.*

**III. Prohibited Conduct**

The misuse of alcohol as defined by this Policy is prohibited.

The use of controlled substances as defined by this Policy is prohibited.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having a blood alcohol concentration (BAC) of 0.04 or greater.

No driver shall be on duty or operate a commercial motor vehicle while in the possession of alcohol. No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers are required to inform both their supervisor and their Appointing Authority or other Department Head of any therapeutic drug use.

No driver shall use alcohol, use any controlled substance, or improperly use any prescribed medication while performing any safety-sensitive function.

No driver shall perform safety-sensitive functions within four hours after using alcohol.

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall refuse to submit to the testing requirements of this Policy. City of South Fulton will not permit a driver who refuses to submit to the testing requirements of this Policy to perform or continue to perform safety-sensitive functions.

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#### **IV. Violation of Policy**

##### **A. Violations by Applicants**

Applicants found in violation of the terms of this Policy will not be employed by City of South Fulton at the time the violation is discovered and will not be considered for employment until six (6) months following the time the violation is discovered.

##### **B. Violations by Drivers**

- (1) Drivers found in violation of the terms of this Policy shall be subject to City of South Fulton's disciplinary procedures.
- (2) No driver shall perform any safety sensitive function on behalf of City of South Fulton while in violation of the terms of this Policy.
- (3) No driver who has been removed from the performance of safety-sensitive functions due to a violation of the terms of this Policy shall be permitted to perform safety-sensitive functions on behalf of City of South Fulton again unless the driver obtains the assistance of a substance abuse professional as provided for herein; provided, however, nothing in this Policy shall create a right to continued employment or employee assistance which is not independently assured by other sources of law, City of South Fulton's Policies, or Employee Assistance Plan of City of South Fulton.
- (4) No driver tested under the provisions of this Policy who is found to have a blood alcohol concentration of 0.02 or greater but less than 0.04 shall be required to seek the assistance of a substance abuse professional, nor shall the driver be subject to the follow-up testing requirements of this Policy; provided, however, no such driver shall be allowed to perform or continue to perform any safety-sensitive function on behalf of City of South Fulton for at least twenty-four (24) hours following administration of the test, and the driver shall be subject to City of South Fulton's disciplinary procedures.

#### **V. Notice of Policy and Provision of Educational Materials**

##### **A. Generally**

- (1) Each department having employees subject to this Policy shall provide educational materials that explain this Policy's

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requirements and the procedures to be followed in meeting those requirements.

- (2) A copy of these educational materials shall be distributed to each driver prior to the start of alcohol and controlled substances testing under this Policy and to each driver subsequently hired, promoted, or transferred into a position requiring driving of a commercial motor vehicle.
- (3) Written notice of the availability of these materials shall also be provided to representatives of any applicable employee organization.

B. Content

The educational materials to be made available to drivers shall include, at a minimum, the following:

- (1) The identity of the person designated to answer driver questions about the testing requirements and procedures;
- (2) The categories of drivers who are subject to the testing provisions of this Policy;
- (3) Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the work day the driver is required to be in compliance;
- (4) Specific information concerning driver conduct that is prohibited by this Policy;
- (5) The circumstances under which a driver may be tested;
- (6) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the driver and the integrity of the testing processes, to safeguard the validity of the test results and to ensure that the results are attributed to the correct driver;
- (7) The requirement that a driver submit to alcohol and controlled substances tests administered in accordance with this Policy;
- (8) An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences;

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- (9) The consequences for drivers found to have violated this Policy, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures under this Policy;
- (10) The consequences for drivers found to have a blood alcohol concentration of 0.02 or greater but less than 0.04; and,
- (11) Information concerning the effects of alcohol and controlled substances use on an individual's health, work and personal life; signs and symptoms of an alcohol or a controlled substances problem; and the available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

C. Acknowledgement of Receipt

The appropriate department shall ensure that each of its drivers signs and dates a statement certifying that he or she has received a copy of the educational materials described in this section. The department shall maintain the original of the signed receipt and must provide a copy of the receipt to the driver.

**VI. Training**

All Appointing Authorities, Department Heads and supervisors who supervise drivers shall receive at least 60 minutes of training on alcohol misuse plus at least an additional 60 minutes of training on controlled substances use. This training will be used to determine whether reasonable suspicion exists to require a driver to undergo testing under this Policy. This training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

**VII. Referral, Evaluation and Treatment**

A. Referral

Each driver who has engaged in conduct prohibited by the terms of this Policy shall be advised by the appropriate Appointing Authority or Department Head of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.

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B. Evaluation and Rehabilitation

(1) Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this Policy, the driver must be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use, and the driver must successfully comply with the substance abuse professional's evaluation recommendations.

(2) Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this Policy, the driver must undergo a return-to-duty alcohol test in accordance with this Policy, if the conduct involved alcohol, with a result indicating a blood alcohol concentration of less than 0.02 and/or a controlled substances test, in accordance with this Policy, with a verified negative result, if the conduct involved the use of controlled substances.

(3) Evaluation and rehabilitation may be provided by City of South Fulton, by a substance abuse professional under contract with City of South Fulton, or by a substance abuse professional not affiliated with City of South Fulton. The choice of substance abuse professional and assignment of costs shall be made in accordance with the Personnel Policies and Employee Assistance Plan of City of South Fulton.

C. Exception for Applicants

The requirements of this Section V with respect to referral, evaluation and treatment/rehabilitation do not apply to applicants who refuse to submit to a pre-employment alcohol or controlled substances test, have a pre-employment alcohol test with a result indicating a blood alcohol concentration of 0.04 or greater, and/or a controlled substances test with a verified positive test result.

## **PERSONNEL POLICY**

### **SUBJECT: TIME AWAY FROM WORK: LEAVES**

DATE: February 15, 2017

Number: 337-16

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#### **I. Statement of the Policy**

City of South Fulton recognizes that employees benefit from time away from work for a variety of reasons—all of which contribute towards a positive work-life balance for our employees. Therefore, it shall be the policy of City of South Fulton to provide time off—both paid and unpaid—to eligible employees for the following purposes:

- Holidays;
- Vacation;
- Sick Leave;
- Emergency Leave / Bereavement Leave;
- Injury Leave;
- Family and Medical Leave;
- Military Leave;
- Official Leave;
- Leave Without Pay;
- Court Leave (Jury and Witness Duty Leave);
- Voting Leave;
- Parental Leave;

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- School Activity Leave;
- Election Worker Leave; and
- Administrative Leave

## **II. Definitions**

“Vacation Leave” is paid time off provided to eligible employees to rest or engage in recreational or other personal activities.

“Sick Leave” entitles an eligible employee to receive his or her regular rate of pay during absences related to or resulting from the employee's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties or the employee's receipt of medical or dental care or consultation.

“Military Leave” is an authorized absence from work that may be taken when an employee is engaged in training or other duties ordered by the Governor, the Department of Defense, the Department of the Army, the Department of the Air Force, the Department of the Navy, the Department of the Treasury, or any other department or agency of the government of the United States having authority to issue lawful orders requiring military service.

“Emergency Leave / Bereavement Leave” is an authorized absence from work due to a life threatening illness or death in an employee's immediate family.

“Injury Leave” is an authorized absence from work resulting from an employment related injury that has been designated a catastrophic injury pursuant to State Worker's Compensation Law.

“Family and Medical Leave” is an authorized absence from work provided to eligible employees for specified family and medical reasons in accordance with federal law.

“Official Leave” is paid time off provided to employees for the purpose of transacting official City business including attendance at meetings or brief courses of instruction related to the employee's assigned duties and deemed to be in the best interest of City of South Fulton.

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“Leave Without Pay” is an approved unpaid absence from work.

“Court Leave” is paid time off provided to employees who are called for jury duty or who are subpoenaed to appear, attend, testify or otherwise participate in any court, administrative or other legal proceedings as a witness except when an employee is a party in a personal lawsuit or other legal proceeding.

“Voting Leave” is paid time off provided to employees to vote in state, national, and local elections.

“Parental Leave” is paid time off provided to eligible employees who become parents through birth, adoption or foster care placement.

“School Activity Leave” is paid time off provided to employees to participate in school activities of their child/children including parent-teacher conferences, interviewing for a new school, spending a day in a child/children classroom or attending field trips.

“Election Worker Leave” is paid time off from work provided to employees to work as election poll workers for elections conducted by the City of South Fulton Registration and Elections Department.

“Administrative Leave” is an authorized absence from duty without loss of pay or charge to accrued leave.

### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: TIME AWAY FROM WORK: LEAVES**

DATE: March 17, 2017

Number: 337-16

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#### **I. Categories of Leave**

##### **A. Holidays**

##### **(1) Holiday Pay**

Permanent full-time employees whose regularly scheduled work day falls on a holiday but who are not required to work on a holiday will receive eight hours of regular pay. When an employee's officially scheduled "off time" falls on a City holiday, the employee will be granted eight (8) hours of straight time banked as holiday leave (1.0), accrued during the pay period in which the holiday occurs.

To be eligible for holiday pay, an employee must have been in a pay status on the employee's regularly scheduled work days immediately before and immediately after the holiday. "Pay status" is defined as either working on the regularly scheduled work day or being on approved paid leave.

##### **(2) Compensation for employees required to work holidays**

Nothing in this policy prohibits any Appointing Authority from requiring the services of any number of employees in their respective departments to work on any given holiday when needed for City operations. Employees who work on a City holiday will receive their regular rate of pay for all hours worked. In addition, any employee who works on a City holiday will receive holiday leave time banked as "holiday earned" at a rate of 1.0 for each hour actually worked on the holiday.

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### **(3) Employees on leave of absence**

Employees who are on a continuous unpaid leave of absence are not eligible to receive holiday pay.

#### **B. Vacation**

##### **(1) Eligibility and Accrual**

Earned vacation leave may be authorized for all permanent employees (Classified and Unclassified) including appointed Department Heads. Eligible employees earn and accrue vacation leave based upon active creditable service, at the rates specified below. Vacation leave does not accrue during unpaid leaves of absence or other periods of inactive service.

Vacation leave may be accumulated to a maximum number of hours; provided, however, that any accrued vacation leave in excess of that amount may be added to earned/accrued sick leave balances. Eligible employees who are in a pay status for less than one full bi-weekly pay period will have their vacation accrual prorated accordingly, based upon the actual number of hours to be paid during that pay period.

##### **Vacation Accrual Rates**

<b>Years of Active Creditable Service</b>	<b>80 Hour Employee</b>	<b>85 Hour Employee</b>	<b>106 Hour Employee</b>
<b>EOD - 3 years</b>	4.37 hours per pay period	4.54 hours per pay period	6.55 hours per pay period
<b>3 – 8 years</b>	5.33 hours per pay period	5.53 hours per pay period	8.18 hours per pay period
<b>8 years and over</b>	6.28 hours per pay period	6.52 hours per pay period	9.42 hours per pay period
<b>Maximum Accrual</b>	360 hours	382 hours	540 hours

##### **(2) Taking Vacation**

Earned vacation leave may be taken upon approval by an employee's Appointing Authority or designated supervisor and may be used for rest, relaxation, or engagement in recreational activities and/or other personal interests, including educational pursuits or to run for Public Office. Employees may take vacation in one minute increments. Vacation time off will be granted at the convenience of the employee, whenever possible; provided, however, that primary consideration must be given to the

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maintenance of adequate staff to perform required services at all times. Employees should direct all requests for use of vacation time to their immediate supervisor.

Any vacation time requested by an employee and approved by the Appointing Authority will be charged against accrued compensatory leave balances, if available, before any accrued vacation leave balanced are charged.

Appointing Authorities/Department Heads have the discretion to adopt supplemental procedures regarding the scheduling of Vacation Leave to address issues that are not included in this Procedure, including prohibiting employees from using earned vacation leave until they have worked some minimum amount of time in a permanent position.

### **(3) Vacation Pay**

Employees will receive pay for earned vacation at their regular rate of pay at the time the vacation is taken. Time taken as vacation is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums during a particular work week. Accrued but unused vacation benefits will be paid upon termination of employment up to the maximum hours of accrual set forth above. Such vacation benefits will be paid at the employee's regular rate of pay at the time of termination of employment. For employees on FMLA leave, vacation leave will run concurrently with FMLA leave consistent with the applicable rules of this policy and the FMLA policy.

## **C. Sick Leave**

### **(1) Eligibility and Accrual**

Earned sick leave may be authorized for all permanent employees (Classified and Unclassified) including appointed Department Heads. Eligible employees earn and accrue sick leave based upon active creditable service, at the rates specified below. These amounts are in addition to any excess vacation time that is carried over to the sick leave balance. Sick leave does not accrue during unpaid leaves of absence or other periods of inactive service.

Eligible employees who are in a pay status for less than one full bi-weekly pay period will have their sick leave accrual prorated, based upon the actual number of hours to be paid during that pay period.

#### **Sick Leave Accrual Rates**

<b>80 Hour Employee</b>	<b>85 Hour Employee</b>	<b>106 Hour Employee</b>
3 hours, 42 minutes per pay period	3.55 hours per pay period	5.33 hours per pay period

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## **(2) Taking Sick Leave**

Upon approval, an employee may utilize sick leave because of personal illness, convalescence, non-occupational injury, exposure to contagious disease that might endanger the health of others, dental or vision treatment, preventive medical care, and for personal emergencies justifying emergency leave. City of South Fulton will not tolerate abuse or misuse of sick-leave. Additionally, employees are prohibited from engaging in outside employment while they are on sick leave.

Employees should direct requests for sick leave known in advance (such as a request for time off to attend a medical appointment) to their immediate supervisor. An employee who is unable to report to work because of an injury or illness must notify his or her supervisor prior to the scheduled starting time or as soon as practical consistent with the Attendance and Punctuality Policy. Employees should refer to the call in requirements set forth in the City's Attendance and Punctuality Policy and any supplemental time and attendance procedures developed by their department.

For non-FMLA absences of any duration due to illness or injury not connected with employment, an Appointing Authority may request an employee present a physician's note justifying the employee's absence from work. Failure to present a physician's note or medical excuse when requested may be grounds for discipline including termination. City of South Fulton reserves the right to require that an employee present a return to work release from an employee's health care provider at the time the employee returns to work except in cases of an employee's return from intermittent FMLA leave. Sick leave of any duration which begins after submission of a resignation or after notification of termination may be charged against accrued vacation leave, holiday leave, or in the absence thereof, to leave without pay (LWOP). Sick leave shall not be taken after the last day on duty when an employee is being separated, except for employees who are retiring for disability reasons. In addition, this prohibition does not apply the pay out of accrued sick leave to an employee's estate upon the employee's death.

Employees with potentially FMLA-qualifying conditions or situations should review the Family and Medical Leave Act Policy and apply for leave, if applicable.

## **(2) Sick Leave Pay**

Eligible employees will receive pay for accrued sick leave at their regular rate of pay at the time the sick leave is utilized. Time taken as sick leave is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums during a particular work week. Accrued sick leave carries over from year to year. Employees are not compensated for unused sick leave at the end of employment with the City or at any other time. For employees on FMLA leave, sick leave will run concurrently with FMLA leave consistent with the applicable rules of this policy, the FMLA policy and applicable law. Misuse of sick leave will be addressed as a disciplinary issue consistent with the City's Attendance and Punctuality Policy, and may be investigated in accordance with the City's Sick Leave Abuse Prevention & Investigation Procedures.

### **D. Emergency/Bereavement Leave**

#### **(1) Eligibility**

Employees who are entitled to sick leave may be granted emergency leave not to exceed 120 hours per calendar year (85 hour employees are entitled to 127 hours and 106 hour employees are entitled to 180 hours) chargeable against sick leave and vacation leave, in that order, in cases of bona fide emergencies or bereavement resulting from any of the following reasons, conditions and circumstances:

(a) Serious illness or death of a member of the employee's immediate family, whether or not such member is physically residing in the employee's household or elsewhere. Such illness shall require the employee's personal care and attendance as determined by the circumstances in each case. For purposes of this policy, immediate family members are defined as follows:

- Spouse (including same sex spouses and common law spouses)
- Child (natural or adopted), step-child, grandchild, great-grandchild
- Brother, sister, half-brother, half-sister, step-brother, step-sister
- Parent, Grandparent, Great-grandparent, Step-parent
- Brother or sister of your mother or father (uncle, aunt)
- Son or daughter of your brother or sister (nephew, niece)
- Father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law
- Foster Child
- Legal Ward

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(b) Accompanying an elderly relative to routine medical appointments or other professional services related to their care, such as interviewing nursing homes or group homes.

(c) Employees are also entitled to emergency leave under this policy for enforced medical quarantine of the employee in accordance with community health laws or regulations.

(d) If an employee has no accrued leave, emergency leave may be granted in the form of leave without pay.

(e) An employee is entitled to take up to three (3) days of official leave with pay to make arrangements for or to attend the funeral of an immediate family member, as defined herein, who dies as the result of wounds, disease or injury incurred while serving in a combat zone as a member of the Armed Forces. Proof of death must be furnished within seven calendar days of the employee's return to work following use of such leave. Failure to provide proof will result in a reversal of leave days granted and nonpayment for any related days of missed work. Disciplinary action may be taken if it is discovered that an employee has fraudulently requested leave under this paragraph.

## **(2) Taking Emergency/Bereavement Leave**

In the event of an immediate family member's death, an employee may utilize emergency leave to make funeral arrangements, settle family affairs, attend the funeral or memorial service, and for bereavement. The amount of bereavement leave granted is at the discretion of the Appointing Authority based upon the employee's individual circumstances and the needs of the department.

Employees who are required to care for a parent, spouse or child with a serious health condition should review City of South Fulton's Family and Medical Leave Act Policy and apply for FMLA leave, if applicable. If an employee is approved for FMLA leave, emergency leave will run concurrently with FMLA leave.

Verification may be required to substantiate periods of absence of any duration of emergency leave upon request of the Appointing Authority concerned.

## **E. Injury Leave**

Injury leave may be granted to City of South Fulton employees only in cases where an employee's injury has been designated a catastrophic injury as defined by State Worker's Compensation Law. Injuries must arise out of and in the course of employment as defined by law. Injury Leave may be granted only upon written recommendation of the Appointing Authority, as reviewed by the Human Resources Director and approved by the City Manager. Any injury leave extending

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beyond thirty (30) calendar days must also be approved by the Mayor and Councils. A physician's certificate must be furnished for all injury leave requests. If injury leave is approved, an employee may utilize their paid accrued leave or remain on leave without pay for the duration of the approved Injury Leave.

#### **F. Family and Medical Leave**

City of South Fulton will grant family and medical leave in accordance with the requirements of the Family and Medical Leave Act of 1993, as set forth in City of South Fulton's Family and Medical Leave Act (FMLA) Policy.

#### **G. Military Leave**

City of South Fulton will grant military leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as "USERRA" and Georgia law.

##### **(1) Military Leave under Federal Law - USERRA**

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as "USERRA." Employees' rights under USERRA are summarized below.

##### **(a) Eligibility for Leave**

City of South Fulton employees serving in the "uniformed services" are covered by USERRA. The "uniformed services" are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

"Service" consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five cumulative years during employment, except in the following defined circumstances:

- An employee serves in excess of five years to fulfill an initial period of obligated service;

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- An employee is unable to obtain orders of release through no fault of his or her own;
- Required drills and annual training and other training duty certified by the military to be necessary for professional development or skill training/retraining; or
- Service performed during time of war or National Emergency or for other critical missions/contingencies/military requirements.

An employee who is separated as a result of exceeding the five year service limit under this provision will not be deemed to have been dismissed for disciplinary reasons and therefore will not have any right to appeal the dismissal to the Hearing Officer or Grievance Review Committee.

#### **(b) Notice of Leave**

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their Appointing Authority with as much advance notice as possible of any anticipated leave of absence for military service.

#### **(c) Compensation and Benefits During Leave**

In compliance with federal and state law, City employees (excluding those employed on a temporary basis) taking military leave will be paid their full salary or other compensation as a public employee for any and all periods of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of 18 days in any one federal fiscal year; however, in the event the Governor declares an emergency and orders any public officer or employee to ordered military duty as a member of the National Guard, any such officer or employee, while performing such duty, shall be paid his or her salary or other compensation as a public officer or employee for a period not exceeding 30 days in any one federal fiscal year. Accrued, unused vacation, holiday pay, and sick leave will then be paid during unpaid military leave at the employee's request. In addition, employees may request payment of any accrued, unused compensatory time, which request will be granted by the Appointing Authority. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Vacation and leave benefits continue to accrue during a military leave of absence only up to 18 days (i.e., 144 hours). An employee returning from military leave is entitled to any unused, accrued vacation and sick leave benefits the employee had at the time the military leave began minus any vacation and/or sick leave benefits the

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employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation and sick leave benefits at the rate he or she would have attained if no military leave had been taken.

#### **(d) Reinstatement**

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required); must have completed his or her service on a basis that is not dishonorable or otherwise prohibited under USERRA, and must not have exceeded the five year cumulative limit on periods of service as defined by USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service. Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

The deadlines to report to work or apply for reemployment can be extended up to two years to accommodate a period during which a person was hospitalized for or convalescing from an injury or illness that occurred or was aggravated during a period of military service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from the Department of human resources. In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, City of South Fulton will provide training to assist the employee in the transition back to the workforce.

Eligible employees returning from leave will not be discharged except for cause during the following time periods as applicable:

- 180 days after the employee's date of reemployment if his or her most recent period of uniformed service was more than 30 days but less than 181 days; or for
- One year after the date of reemployment if the employee's most recent period of uniformed service was more than 180 days.

An employee who fails to report to work within the time limits noted above will be treated as any other employee who has missed work.

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## **(2) Military Leave under Georgia Law**

In addition to employees' rights under USERRA, pursuant to Georgia law, regular full-time or part-time employees, including members of the Georgia National Guard and the state militia or reserves, are entitled a leave of absence for military duty. Eligible employees, who provide a certificate of military service completion, are qualified for the job and apply for reinstatement within 90 days after being relieved from military service will be restored to the same employment position or to a position of like seniority, status and pay. An exception may arise if City of South Fulton's circumstances change such that it is impossible or unreasonable to provide reinstatement following the leave of absence.

Non-temporary employees who must leave for up to six months in a four year period to participate in assemblies or annual training, or to attend service schools conducted by the United States armed forces, are also entitled to reinstatement to their previous position, provided they are still qualified for the position and they apply for reemployment within 10 days after completion of the temporary period of service.

Eligible employees who are reinstated following a leave of absence will not be discharged without cause for one year following reinstatement.

Employees should contact a Department of human resources representative for more information about Military Leave.

### **(a) Compensation and Benefits During Leave**

In compliance with federal and state law, City employees (excluding those employed on a temporary basis) taking military leave will be paid their full salary or other compensation as a public employee for any and all periods of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of 18 days in any one federal fiscal year; however, in the event the Governor declares an emergency and orders any public officer or employee to ordered military duty as a member of the National Guard, any such officer or employee, while performing such duty, shall be paid his or her salary or other compensation as a public officer or employee for a period not exceeding 30 days in any one federal fiscal year. Vacation and leave benefits continue to accrue during a military leave of absence only up to 18 days (i.e., 144 hours).

## **H. Official Leave**

Upon approval by an Appointing Authority, employees may be granted official leave with pay for the purpose of transacting official City business, to include attendance at meetings or brief courses of instruction directly related to their assigned duties and deemed to be in the best interest of the City. Official leave shall be granted independently of other categories of leave specified in this procedure and shall

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not accrue. Such leave shall be counted as active creditable service and shall be substantiated by appropriate documentation.

#### **I. Leave of Absence Without Pay (LWOP)**

Unless otherwise permitted in the City of South Fulton Policies and Procedures, a leave of absence without pay for medical reasons must be requested and approved through the ADA accommodation process as set forth in City of South Fulton's Americans with Disabilities Act - Reasonable Accommodation Policy and Procedure (No. 100-16).

#### **J. Court Leave (Jury and Witness Duty Leave)**

City of South Fulton encourages employees to serve on jury or witness duty when called. Employees are entitled to court leave without loss of pay or time for all days during which he/she shall be subpoenaed by any court, federal, state or political subdivision thereof, to serve as a juror or witness. Employees on court leave shall be entitled to retain all remuneration received for such service, in addition to their regular pay. Court leave shall be granted independently of other categories of leave specified in this policy and will not accrue. Court leave will be counted as active, creditable service.

Employees are not entitled to leave under this procedure for legal proceedings in which the employee is a party to the litigation. Similarly, employees who are absent from work because of a court order or judicial process due to being charged with a crime are not entitled to leave.

Employees must notify their Appointing Authority of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court, and should provide their Appointing Authority with a copy of such documentation.

Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

#### **K. Voting Leave**

City of South Fulton encourages all employees to fulfill their civic responsibilities and to vote in official public elections. City of South Fulton complies with all applicable state and municipal voting time laws.

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Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with their immediate supervisor.

In accordance with O.C.G.A. §21-2-404, any employee who has less than two hours outside of working hours to vote while the polls are open may take up to two hours off from work, without loss of pay to vote. Any additional time off will be without pay for nonexempt employees.

Employees must provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having actually voted may be required.

#### **L. Parental Leave**

Permanent employees who have been employed by City of South Fulton for at least 180 consecutive calendar days are eligible for paid parental leave as set forth in the Paid Parental Leave Policy and Procedure (205-16).

#### **M. School Activity Leave**

Any employee eligible to accrue paid leave through City of South Fulton's policies shall be allowed a maximum of twenty-four (24) hours of compensatory, vacation and/or holiday leave in a twelve month period to participate in school activities of their child/children where the activities are directly related to the educational advancement of their child/children such as parent-teacher conferences, interviewing for a new school, spending a day in a child/children classroom or attending field trips.

Employees not eligible to accrue leave shall be granted the same maximum of twenty-four (24) hours of leave without pay to accomplish the above.

#### **N. Election Poll Workers Leave**

An employee shall be entitled to election poll workers leave without loss of pay or time for all time during which he/she is working as an election poll worker for any election conducted by the City of South Fulton Registration and Elections Department. Employees on election poll workers leave shall be entitled to retain all remuneration received for such service as set forth in the Preparation of Election Payrolls and Payment to Election Employees Policy and Procedure (308-16), in addition to their regular pay. Election poll workers leave shall be granted independently of other categories of leave specified in these regulations and shall not accrue.

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Election poll workers leave shall be counted as active creditable service and requires prior approval by the employee's Appointing Authority.

#### **O. Leave Administration, Approval Process & Reporting**

The Human Resources Director shall be responsible for the administration and enforcement of leave regulations and related procedures and for the maintenance of an official master record of all leave accruals, usage and balances. Requests for leaves of absence in all categories shall be submitted by an employee through normal channels of supervision to the employee's Appointing Authority. Appointing Authorities shall be responsible for adherence to approved leave policies in their respective areas of responsibility. Approval and scheduling of leave time for an employee shall be the responsibility of that employee's Appointing Authority.

All approved leave time in any category whatsoever shall be certified by Appointing Authorities and reported directly in terms of hours for the preceding pay period. Time sheets, leave slips, and related documentation such as military orders, subpoenas, medical certifications and letters of authorization shall be retained by City of South Fulton in a file separate from the employee's personnel file after such absences have been approved and reported on payrolls. In particular, all documents containing medical information will be maintained by the Human Resources Director in a separate file for each employee that is not part of their personnel file. Such records will be retained for at least three (3) years in addition to the current year.

No paid leave shall be approved or reported in excess of current accrued leave balances as reflected in official leave records.

Periodic internal and external audits of the leave records in each department may be scheduled and conducted to ensure that all leave policies are being properly followed and enforced.

#### **P. Transfer of Leave Between Employees**

(1) Transfer of leave between employees will be permitted when the receiving employee has exhausted all categories of accrued leave and is unable to work for the employee's own personal health reasons.

(2) Only compensatory time, vacation leave and holiday leave can be transferred into a recipient's sick leave balance. Transferred leave must be in whole hours only.

(3) Transfer of hours is limited to two hundred forty (240) hours per calendar year. All transfer requests must be accompanied by an original physician's statement indicating that leave is needed for medical reasons.

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(4) The donor employee must retain a minimum vacation leave balance of eighty (80) hours.

(5) Transfer of hours is final and cannot be reversed.

(6) Copy of a completed transfer form must be submitted to each employee's Appointing Authority for payroll purposes.

(7) An employee using transferred leave will not accrue vacation leave.

#### **Q. Payment of Leave Upon Retirement for Disability or Death**

Notwithstanding any other provisions in the Time Away from Work Policy and Procedure, employees who retire for physical or mental disability or who die while in City service shall receive the following payouts:

(1) An employee who retires for physical or mental disability may utilize all unused, accrued sick leave, vacation leave, compensatory leave, and/or holiday leave to which he or she was entitled at the time of such retirement;

(2) An employee who dies while in the City service shall have paid to his/her estate executor the value of all unused accrued leave balances for vacation leave, sick leave, compensatory leave and/or holiday leave.

#### **R. Miscellaneous Leave Provisions**

##### **(1) Leave for Rehires**

Sick leave balances shall be restored for those employees who are reemployed in a permanent position within six (6) months of their most recent separation from a permanent classified or unclassified position. Employees who are reemployed within one (1) year of their most recent separation from a City of South Fulton permanent classified/unclassified position shall be entitled to the bridging of service time for vacation accrual rates.

##### **(2) Transfer from one Department or Job to Another**

(a) An employee transferring from one department to another shall be credited with all accrued leave in all accruable categories with no change in current accrual rate unless tied to creditable years of service.

(b) When an employee who accrues leave accepts an appointment in a position which does not accrue leave, the employee will be paid his/her accumulated

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vacation, and/or holiday leave at the time of accepting the new appointment. In these instances, accrued sick leave balances will be forfeited in the same manner as for other employees who are separated. However, sick leave balances will be frozen and held in reserve for computation of pension and retirement benefits at the time of retirement. All accrued compensatory time will be paid out.

**(3) Accrual of Vacation & Sick Leave While on Paid Leave**

Subject to the provisions of the Time Away from Work Policy and Procedure, vacation and sick leave shall continue to accrue while eligible employees are on paid leave.

**(4) Paid Time Off for Blood Donors**

Paid time off shall be granted to blood donors at the rate of 4.0 hours for each such donation, chargeable as "Other Leave," to be taken at the convenience of the Appointing Authority concerned within six months of receipt.

**(5) Indebtedness to City of South Fulton**

Whenever an employee is indebted to the City, the amount of such indebtedness may be deducted from compensation due and/or from accrued compensatory, vacation leave, as allowed by applicable law.

**(6) Adjustment to Active Creditable Service**

With the exception of FMLA leave, all leave without pay in excess of 240 consecutive hours shall result in an adjustment to an employee's active creditable service, unless otherwise prohibited by law.

**(7) Adjustments to Leave Records upon Change in Circumstances**

When an illness occurs during an approved vacation or other accruable leave period, appropriate adjustments to the employee's leave records (e.g., changing leave time from vacation to sick leave) may be made as necessary by the employee's Appointing Authority upon the employee's return to work.

**(8) Adjustment in Pay Rate upon Return from Paid Leave**

An employee in a paid leave status will receive, as appropriate, any and all pay rate adjustments which may have occurred during the employee's absence upon the employee's return to work from paid leave.

**(9) Time for Crediting & Taking Accrued Leave**

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Leave shall not be credited or taken in any category until after the end of the accrual period during which it is earned.

**S. Requirements for Paid Leave**

Any employee who uses any paid leave for medical appointments or recurring treatment may be required to submit reports of attendance at such appointments.

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These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

## **PERSONNEL POLICY**

### **SUBJECT: TIMEKEEPING**

DATE: January 1, 2017

Number: 338-16

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#### **I. Statement of the Policy**

It is the policy of City of South Fulton to properly compensate employees for all time worked. Nonexempt employees must accurately record the time they work each day. Nonexempt employees may not work “off the clock,” meaning they may not perform any work for City of South Fulton that they do not record in the City’s timekeeping system, and City of South Fulton will not tolerate any “off the clock” work. Nonexempt employees must report all time worked and not work any time that is not authorized by their supervisors. Employees who have questions about when or how many hours they are expected to work should contact their supervisor and/or the Department of human resources.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

These policies do not create a contract of employment. Employment for non-classified employees remains “at will”.

## PERSONNEL

### PROCEDURE SUBJECT:

### TIMEKEEPING

DATE: January 1, 2017

Number: 338-16

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***It is the policy of City of South Fulton to properly compensate employees for all time worked.***

#### **I. Nonexempt Employees**

Employees will be paid for all time worked.

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure, meal, and break times. Employees are to record their time by clocking in and out on the City's electronic timekeeping system. If an employee forgets to clock in or out, the employee must immediately notify their supervisor, complete a Timesheet Adjustment form, and return the signed and completed form to their supervisor. Employees will be paid for all time worked; however, repeated instances of failing to properly clock in and out may result in disciplinary action.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked. If an employee believes that his or her paycheck is not accurate, the employee must immediately inform his or her supervisor and/or the Department of human resources.

Nonexempt employees may not work "off the clock," meaning they may not perform any work for City of South Fulton that they do not record in the City's timekeeping system, and City of South Fulton will not tolerate any "off the clock" work. Nonexempt employees must report all time worked and not work any time that is not authorized by their supervisors. Employees who have questions about when or how many hours they are expected to work should contact their supervisor and/or the Department of human resources.

**It is a violation of City of South Fulton's policy for anyone (including a supervisor or manager) to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to work off-the-clock, to incorrectly report hours worked, or to alter another employee's time records, he or she should report the incident immediately to the Appointing Authority and/or the Department of human resources. Supervisors who violate this policy may be subject to disciplinary action including termination.**

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## **II. Exempt Employees**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation or compensatory time to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during his or her first and last week with City of South Fulton, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, City of South Fulton will not pay for such days/hours of absence, unless the employee has accrued vacation, sick or compensatory time to cover said absence.
- City of South Fulton may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work. Pursuant to applicable law, City of South Fulton may reduce an exempt employee's salary for absences less than a full day given that exempt employees of City of South Fulton are paid according to a pay system established by a policy or practice pursuant to principles of public accountability, under which exempt employees accrue personal leave and sick leave and which requires

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City of South Fulton's employees' pay to be reduced or such employees to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one work-day when accrued leave is not used by an employee because:

- (1) Permission for its use has not been sought or has been sought and denied;
  - (2) Accrued leave has been exhausted; or
  - (3) The employee chooses to use leave without pay.
- Deductions from the pay of an employee of a public agency for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.
  - An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror or witness or in the military or for lack of work.

### **III. Generally Applicable Provisions**

Any employee may have their salary reduced as a result of disciplinary actions in accordance with applicable law and City of South Fulton disciplinary policies and procedures.

It is City of South Fulton's policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. City of South Fulton prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to the Appointing Authority and/or the Human Resources Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

## **PERSONNEL POLICY**

### **SUBJECT: VETERANS' PREFERENCE**

DATE: January 1, 2017

Number: 339-16

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#### **I. Statement of the Policy**

City of South Fulton will give preference to an applicant's status as a veteran of the armed forces of the United States through the extension of an invitation to interview, provided that the veteran meets all of the knowledge, skills, and eligibility requirements of the job. Veterans' preference provides for hiring preference on initial appointment only. Employees with veterans' preference compete equally with all other candidates for subsequent transfer and promotional opportunities.

#### **II. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## **PERSONNEL PROCEDURE**

### **SUBJECT: VETERANS' PREFERENCE**

DATE: January 1, 2017

Number: 339-16

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#### **I. Eligibility**

A Any veteran who has served on active duty as a member of the armed forces of the United States for a period of more than 180 days, not counting service under an initial period of active duty for training under the six-months' reserve or National Guard programs, any portion of which service occurred during a period of armed conflict in which any branch of the armed forces of the United States engaged, whether under United States command or otherwise, and who was honorably discharged therefrom.

B. Notwithstanding the 180 day minimum active duty requirement of subsection (a), preference will also be granted to any member of the National Guard or armed forces reserve who served on active duty for any length of time during any portion of the time the armed forces of the United States were engaged in Operation Desert Shield or Operation Desert Storm if such service occurred in an area of imminent danger as defined by the United States Department of Defense as follows:

“Area of imminent danger” means:

- The Persian Gulf;
- The Red Sea;
- The Gulf of Oman;
- The portion of the Arabian Sea that lies north of 10 degrees north latitude and west of 68 degrees east longitude;
- The Gulf of Aden; and
- The total land area of Saudi Arabia, Kuwait, Iraq, Yemen, Oman, Bahrain, Qatar, and the United Arab Emirates.

#### **II. Preference Awarded**

Qualifying veterans will be given preference in the form of a guaranteed invitation to interview for any position to which they applied and have been found to have met the knowledge, skills, and eligibility requirements of the position by placement on a List of Eligibles. Veterans preference provides for hiring preference on initial appointment

only. Employees with veterans preference compete equally with all other candidates for subsequent transfer and promotional opportunities. In addition to preference in initial hiring, employees with veterans preference have higher retention standing than others for reduction-in-force purposes.

### **III. How to Claim Veterans' Preference**

If you are applying for a job with City of South Fulton, during the application process, you will be given an opportunity to indicate your status as a Veteran or Disabled Veteran on the employment application. You will also need to provide a copy of your discharge papers (DD-214) in support of a claim for veterans' preference.

Nothing in this Policy guarantees that a veteran will be selected for any position with City of South Fulton.

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## **PERSONNEL POLICY**

### **SUBJECT: WORKERS' COMPENSATION POLICY**

DATE: January 1, 2017

Number: 340-16

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#### **I. Statement of Policy**

It shall be the policy of City of South Fulton to provide medical care and indemnity compensation to employees injured or disabled on the job or who may suffer an occupational illness. The availability of injury related leave and compensability of any claim and/or occupational illness shall be in accordance with the Georgia Workers Compensation Act and City of South Fulton Mayor and Councils approved policy.

#### **II. Background and Applicability**

This policy shall apply to all City of South Fulton employees, officers, directors, agencies and departments. This policy shall not apply to City of South Fulton retirees and/or independent contractors.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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## PERSONNEL PROCEDURE

### SUBJECT: WORKERS' COMPENSATION

DATE: January 1, 2017

Number: 340-16

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#### I. Background

City of South Fulton maintains a self-funded Workers' Compensation Plan which is administered and managed by the City's Risk Management - Workers Compensation Division (Finance Department).

#### II. Definitions

- A. Affected Employee: City employee injured and/or disabled as a result of a work related accident/illness. Injury or illness must be in accordance with the fundamental requirements for coverage under the City's Self-Funded Workers Compensation Plan.

#### III. General Requirements

The fundamental requirements for an employee injury/illness to be covered under the City's Workers Compensation Plan are: (1) the injury must be the result of an accident, (2) the accident must occur while the employee is in the course and scope of his or her employment, and (3) the accident must arise out of employment. Only injuries/illnesses that arise out of and in the course of employment and that result from work-related hazards or dangers in the workplace will be covered.

#### IV. Employee Reporting Requirements

Any City of South Fulton employee who may be injured or disabled on the job, or who is exposed to or suffers an occupational illness of any kind, is required to immediately report such incident or condition to his or her immediate supervisor, an agent, or an authorized representative of supervision. The initial report may be made orally, however a completed Workers Compensation Occupational Injury Report must be submitted to the Workers Compensation Division (Risk Management/Workers Compensation Division), within 48 hours after the accident, injury or illness. Failure to submit timely

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reports may endanger or delay payments to the affected employee.

## **V. Notice to Controvert**

A claim that fails to satisfy the requirements for coverage under the City's Workers Compensation Plan will be rejected. The employee will be provided with a copy of the "Notice to Controvert," which will also be filed with the State Board of Workers' Compensation. A Notice to Controvert shall provide the employee with notice that the City will not voluntarily commence benefits or authorize certain medical expenses.

## **VI. Responsibilities**

### **A. Supervisors**

It shall be the responsibility of all supervisors to immediately investigate and report, in writing through their normal channels of authority, any accident, employee injury or suspected occupational illness involving an employee under his or her direct supervision. Supervisor shall inform the Workers Compensation Division, at the time of the incident, whether the injured individual is a City retiree or independent contractor. The Workers Compensation Occupational Injury Report form must be completed and signed by the affected employee and his or her immediate supervisor and department head. The injury reporting form is available in all departments and on the City Portal.

If at the time of the accident/incident an affected employee is unable to complete the injury reporting form, his or her immediate supervisor shall continue to be required to submit the injury report to the Workers Compensation Division within the designated timeframe.

### **B. Finance Department**

1. Workers Compensation staff are responsible for processing all paperwork, reporting required claims information to the State Workers' Compensation Board, approval of medical treatment, and coordination of employee return-to-work (Modified Duty) activities with the affected employee's supervisor and/or department head.
2. Payroll information must be submitted, in a timely manner, to the Workers Compensation Division to ensure the affected employee receives an indemnity payment at the same time as he or she would normally receive their regular payroll check. It shall be the sole responsibility of the affected employee's user department to immediately notify the Workers Compensation Division when an employee is off from work due to a work related incident or injury.
3. The Workers Compensation Supervisor is authorized by this policy

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to resolve and facilitate the payment of employee indemnity compensation and medical bills. Any payment or award other than for indemnity compensation or medical bills, which is authorized in this policy, shall require the prior review and approval by the City of South Fulton Risk Manager. The finance Department (Accounts Payable Division) is responsible for issuing checks based on the information transmitted, as described in this Paragraph.

4. Workers Compensation Division is responsible for providing each department with an employee injury report which will identify their respective workers compensation claims and claim cost.

C. Employees

All employees are responsible for adhering to the above-stated workers compensation procedures and subsequent to each doctor visit, updating his or her immediate supervisor as to his or her medical condition and workers compensation return-to-work status.

**VII. Post-Accident/Injury Procedures**

- A. Posted Panel of Physicians: Employees are eligible for claims consideration for treatment rendered by those medical providers listed on the City's Panel of Physicians. An exception would involve medical treatment provided by a physician as the direct result of a referral from a medical provider listed on the Panel of Physicians. The City's Panel of Physicians will be conspicuously posted in common areas within City buildings and facilities including, but not limited to, designated employee break rooms/kitchens and network copy machine areas. Employees can contact the Workers Compensation Division for details and additional information regarding the Posted Panel of Physicians.
- B. Medical Transportation: In the event of an emergency, it shall be the acceptable practice to request trained medical assistance, via the calling of emergency 911, to attend to the affected employee. An emergency shall be defined as an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy—pressing necessity or exigency. The payment and/or reimbursement of medical transportation (ambulance) expense will only be acceptable for payment under the City's Workers Compensation Plan in cases where the medical responder and/or EMT deemed it necessary to transport the affected employee.
- C. Dire Emergencies: In an emergency situation, an employee injured on the job may receive medical treatment at any medical facility. However, if he

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or she is not hospitalized, upon release from the emergency treatment facility, the employee must be seen at one of the Panel of Physicians medical facilities prior to the start of his or her next regularly scheduled work shift.

- D. Billing: Necessary billing to the City for services rendered will be sent to the Workers Compensation Division by the authorized treatment facility. The physician or nurse in charge at the medical facilities should be informed by the employee that he or she is a City of South Fulton employee, so that such employee will not be billed personally for services rendered. In a non-emergency situation, the affected employee should contact the Workers Compensation staff prior to his or her visit to a facility listed on the Panel of Physicians. This practice will allow a representative from the Workers Compensation staff to contact the applicable medical facility in order to authorize treatment and insure timely services are provided.
- E. Reimbursement: Employees will be reimbursed for qualified out of pocket expenses where work related injuries are covered under the City's Workers Compensation Plan. Employees will be reimbursed for mileage to and from authorized doctors, hospitals, etc. Employees will also be reimbursed for required prescriptions, medical aids, etc., as prescribed by an authorized treating physician and paid for by the employee. Mileage forms are available from the Workers Compensation staff. The mileage rate for Workers Compensation Reimbursement is set by the State Workers Compensation Board.

#### **VIII. Injury Leave and Lost Time**

- A. Injury Leave: Injury leave may be granted to City of South Fulton Affected Employees only in cases where the employee's injury has been designated a catastrophic injury, as defined by State Worker's Compensation Law. Injuries must arise out of and in the course of employment as defined by law. Injury Leave may be granted only upon written recommendation of the Appointing Authority, reviewed by the Human Resources Director, and approved by the City Manager. Any injury leave extending beyond thirty (30) calendar days must also be approved by the Mayor and Councils. A physician's certificate must be furnished for all injury leave requests. If Injury Leave is approved, an employee may utilize their paid accrued leave or remain on leave without pay for the duration of the approved Injury Leave.
- B. Compensable Injuries: shall be handled in the following manner: As per the State Workers Compensation Act, an employer is not required to pay indemnity benefits (wages) for the first seven days of lost time. The employee shall be required to select the method of leave to be used to

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provide his or her compensation for the first seven (7) days of lost time. The employee may elect to use either leave without pay (LWOP) or his or her available leave. After the first seven days, the employee shall choose one of the following: (1) using available leave that totals full salary; or (2) receiving Workers Compensation benefits only, which would total approximately two-thirds of his or her average weekly wage, not to exceed the maximum Workers Compensation indemnity benefits as governed by the State Board of Workers' Compensation. The Workers' Compensation Occupational Injury Report shall reflect the employee's selection.

Where an employee's available leave is selected, his or her Workers Compensation indemnity benefits shall begin after all leave is exhausted. Time expended for authorized doctors' appointments not to exceed two hours shall be absorbed by the employee's user department. Authorized doctors' appointments in excess of two hours for special tests will also be absorbed by the user department.

All time away from work due to a job-related injury must be authorized in writing from one of the approved treating facilities or from their referrals. All excuses will have an arrival and departure time to allow the department to monitor the actual time an employee is at the authorized treating facility.

Departments will send time sheets/records with attached authorized medical excuses to the Workers Compensation Division, to the attention of the Workers Compensation Supervisor. Employees must note on the time sheet/record under Injury/WC, the hours used due to a medical appointment. Medical Time (MT) should be noted beside the hours used as a result of a compensable job related injury. Employees must have a doctor's excuse from an authorized treating facility to accompany each MT notation on the time sheet/record; otherwise, the leave will be charged to his or her personal leave time or leave without pay.

An employee who is treated by an authorized treating physician prior to/ or after the employee's work day or on the employee's off day is not entitled to compensatory time.

- C. Second Job: An employee who is injured on the job while employed by City of South Fulton, and who is placed on a "no" work or "limited" work status by the authorized treating physician, shall not work a second job.
- D. Treatment of Choice: Nothing in this Procedure shall abridge the right of an employee to seek medical attention at any facility of his or her choosing. The employee shall however be personally responsible for the payment of any charge resulting from the medical treatment provided. The City shall not be financially responsible for any unauthorized treatment.

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- E. Treatment No-Show: Failure by an employee to report for a scheduled doctor's appointment may result in the loss of his or her workers compensation benefits. It is the responsibility of the employee to pay for any charges for a no-show office visit. Employees' refusal to accept and/or cooperate with doctors' recommended rehabilitation can result in the suspension or reduction of compensation benefits.
- F. Post-Doctor Visit Updates: Employees shall update his or her supervisor and the Workers Compensation Division as to his or her work status following each doctor's visit.

**IX. Return to Work (Modified/Transitional Duty)**

- A. Limited and Regular Duty: Immediately upon an employee's release by his or her authorized treating physician to return to work, whether to limited or regular duty, it shall be his or her "sole" responsibility to notify his or her immediate supervisor and the Workers Compensation Division. Contact and emergency information for the Workers Compensation Division is provided on the Notice to all City Employees (posted Panel of Physicians).
- B. Modified/Transitional Duty: In cases where an employee is released to return to work, with work limitations, his or her authorized treating physician will be provided and required to complete a Modified/Transitional Duty "Physician's Approval Form." This document will provide specific details regarding the employee's work limitations, projected time frame for release to regular duty and any physician's comments. Upon approval by the authorized treating physician, the employee will be notified by his or her supervisor that a temporary modified/transition duty position is available and the date and time on which he or she is expected to return to work.

Modified/Transitional Duty is designed to provide "temporary work assignments" for employees released by their authorized treating physician, for return to work with specific work limitations. These modified/transitional duty positions are temporary and will not "transition" into full-time, permanent positions. Employees on modified/transitional duty shall be assigned and perform specific duties in compliance with all work restrictions established by his or her authorized treating physician. An employee's refusal of "Suitable Employment" in a temporary modified/transitional duty position can result in the suspension or reduction of his or her compensation benefits.

## **PERSONNEL POLICY**

### **SUBJECT: WORKPLACE VIOLENCE AND ANTI-BULLYING**

DATE: January 1, 2017

Number: 341-16

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#### **I. Statement of Policy**

The City is committed to providing all employees with a healthy and safe work environment. The City seeks to provide a work environment that minimizes workplace violence and bullying. Violence in the workplace poses a threat to the safety of employees and the public and affects employee morale and productivity. All employees are responsible for minimizing workplace violence. The procedures that accompany this policy are designed to minimize the threat of violence in the workplace, without restricting appropriate public access to City employees and facilities, and provide guidelines for responding promptly and effectively to workplace violence.

The City will not tolerate acts and behaviors that are likely to result in workplace violence and bullying. The City will also ensure that procedures exist to allow complaints of workplace violence and bullying to be dealt with and resolved within the City, without limiting any person's entitlement to pursue resolution of their complaint with the relevant statutory authority.

#### **II. Background and Applicability**

This policy applies to all City of South Fulton officials, employees, volunteers and contractors. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business.

#### **III. Establishment and Implementation of Procedure**

The City Manager, in consultation with the Human Resources Director and the City Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

## PERSONNEL POLICY

### SUBJECT: WORKPLACE VIOLENCE AND ANTI-BULLYING

DATE: January 1, 2017

Number: 341-16

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#### I. Overview and Definitions

The City will not tolerate acts and behaviors that are likely to result in workplace violence and bullying, which may include, but are not limited to, abusive language, hitting or shoving, threats of bodily harm, threats or violence arising out of sexual or racial harassment, brandishing of an object which may be used as a weapon, insubordination, the sending of threatening, harassing or abusive e-mail and faxes, using the workplace to violate protective orders, and stalking.

Other terms relevant to the City's Workplace Violence and Anti-Violence policy and implementing procedures include the following:

- A. Threats of Violence: Actions or words that could be construed by a reasonable person as expressing an intent to cause another individual physical harm. Such behavior may be verbal or non-verbal, and may include intimidation, harassment, and/or coercion.
- B. Acts of Violence: Any act of violence as established by the criminal laws of the State of Georgia, City of South Fulton, or any city therein, including but not limited to, assault, battery and stalking.
- C. Workplace Violence: Any intentional act that inflicts, attempts to inflict, or threatens to inflict bodily harm on another person or that inflicts, attempts to inflict, or threatens to inflict, damage to property, whether committed by a City employee or by anyone else and which occurs in a City workplace, at a City site location or while an employee is engaged in City business.
- D. Workplace: All City property and any other locations where City employees are performing their job duties.

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- E. Bullying: Unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior. Examples:
- Verbal Communication- abusive and offensive language; insults; teasing; spreading rumors and innuendos; unreasonable criticism; and trivializing of work and achievements
  - Manipulating the work environment- isolating people from normal work interaction; excessive demands; and setting impossible deadlines
  - Psychological manipulation- unfairly blaming for mistakes; setting people up for failure; deliberate exclusion; practical jokes; belittling or disregarding opinions or suggestions; criticizing in public
- F. Mobbing: A particular type of bullying behavior carried out by a group rather than by an individual. Mobbing is the bullying or social isolation of a person through collective unjustified accusations, humiliation, general harassment or emotional abuse. Although it is a group behavior, specific incidents such as an insult or a practical joke may be carried out by an individual as part of mobbing behavior.

## **II. Reporting and Investigating**

All employees shall promptly report workplace violence or bullying to their supervisors and/or Appointing Authority in accordance with the City's procedures. In an emergency situation, employees may report workplace violence to supervisory or managerial level employees other than their own supervisors. Upon receipt of a report of workplace violence or bullying, the supervisor and/or Appointing Authority shall immediately refer the matter to the Human Resources Director for investigation. In addition, where it is an employee's supervisor or Appointing Authority who has engaged in threatening, violent, intimidating or other abusive behavior, the employee does not have to report the behavior to their immediate supervisor or go through their supervisory chain of command. Rather, in such a circumstance, an employee is specifically authorized to bypass his/her supervisor (and supervisory chain of command) and report such conduct or behavior directly to the Human Resources Director.

It is the Chief Human Resource Officer's responsibility to oversee the investigation of all reported incidents involving workplace abuse, intimidation, or violence and report findings to the Appointing Authority (or his/her designee) who shall take immediate action as appropriate. Such investigation shall commence as soon as practicable and supervisors and Appointing Authorities are required to take reasonable

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steps to protect the alleged victim(s), including, but not limited to, separation of the alleged perpetrator(s) and victim(s).

### **III. Victim(s) of Violence and Bullying**

Any employee who feels he or she has been victimized by bullying and/or workplace violence is encouraged to report the matter to his or her supervisor or Appointing Authority or to the Department of human resources. Where appropriate, an investigation will be undertaken and disciplinary measures will be taken as necessary by the Appointing Authority or his or her designee.

### **IV. Disciplinary Action**

Disciplinary action for violations of this policy and procedure shall be taken by the violator's Appointing Authority pursuant to PR 1800-2, Article 13, E. Violations of this policy and procedure rising to the level of criminal acts shall be turned over to the proper law enforcement agency. In addition, violations of this policy may cause the violator to be immediately removed from the workplace.

While the City encourages all employees to raise any concern(s) under this policy and procedure, the City also recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Any individual who knowingly falsely accuses another of a violation will be disciplined in accordance with the City Policies and Procedures up to, and including, dismissal.

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# CITY OF SOUTH FULTON GUIDEBOOK



## DEFINITIONS

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1. "Appointment" for purposes of this Manual is defined as the designation of an individual for employment in a specific position.
2. "Appointing Authority" for purposes of this Manual is defined as the person or persons authorized by law or delegated the authority to make appointments to fill positions, and who is the executive head of a department.
3. "Classified Employees" for purposes of this Manual refers to those employees occupying positions in the "classified service" as defined and identified by the City of South Fulton Civil Service Act, as amended.
5. "City" for purposes of this Manual means City of South Fulton, Georgia.
6. "Department Head" or "Agency Head" for purposes of this Manual are used interchangeably, and are defined as the person or persons holding the position, whether by appointment or election, with overall administrative responsibility for a City Department or Agency.
7. "Employee" for purposes of this Manual is defined as any individual who holds a budgeted position with City of South Fulton Government. Although the term "Employee" does not include elected officials or constitutional officers, it generally includes individuals employed within the offices or departments headed by elected officials and constitutional officers unless specifically otherwise exempted by a Policy or Procedure.
7. "Exempt Employee" for purposes of this Manual is defined as an employee who is specifically exempt from the overtime compensation provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.).
8. "Non-exempt Employee" for purposes of this Manual is defined as an employee who is entitled to minimum wage and overtime compensation (or compensatory time in lieu thereof) pursuant to the provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.).

8. “Personal staff of elected officials” for purposes of this Manual is defined as any person who is chosen, appointed and/or hired by a person elected to public office for City of South Fulton (“elected official”) to be on such elected official’s personal staff and who is directly supervised and personally accountable to only that elected official. The term “Personal staff” includes any person who serves the elected official on the policymaking level or as an immediate advisor with respect to the exercise of the constitutional or legal powers of the office occupied by the elected official. The term “Personal staff of elected officials” does not include employees whose positions are in the Classified Service.
9. “Unclassified Employees” for purposes of this Manual refers to those employees occupying positions in the “unclassified service” as defined and identified by the City of South Fulton Civil Service Act, as amended.

*Please note that specific policies and procedures contained in this Manual may include additional definitions.*